

### GRINNELL CITY COUNCIL REGULAR SESSION MEETING MONDAY, AUGUST 17, 2015 AT 7:00 P.M.

IN THE COUNCIL CHAMBERS

- 1. Roll Call
- 2. Perfecting And Approval Of Agenda
- 2.A. Perfecting And Approval Of The Agenda

Documents: 2 - COUNCIL AGENDA.PDF

- 3. Consent Agenda
- 3.A. Consent Agenda

Documents: 3 - CONSENT AGENDA.PDF

- 4. Public Hearing
- 5. Meeting Minutes/Communications
- 5.A. Meeting Minutes And Communications

Documents: 5 - MEETING MINUTES AND COMMUNICATIONS.PDF

- 6. Committee Business
- 6.A. Report From The Finance Committee
- 6.A.1. Report From The Finance Committee

Documents: 6A - FINANCE COMM AGENDA AND SUPPORT DOCS--.PDF

- 6.B. Report From Planning Committee
- 6.B.1. Report From The Planning Committee

Documents: 6B - PLANNING COMM AGENDA AND SUPP DOCS.PDF

6.C. Report From Public Safety Committee

6.C.1. Report From The Public Safety Committee

Documents: 6C - PS COMM AGENDA AND SUPP DOCS.PDF

6.D. Report From Public Works And Grounds Committee

### 6.D.1. Report From The Public Works And Grounds Committee

Documents: 6D - PWG COMM AND SUPPORT DOCS-- AMENDED.PDF

- 7. Inquirires
- 8. Adjournment



## GRINNELL CITY COUNCIL REGULAR SESSION MEETING MONDAY, AUGUST 17, 2015 AT 7:00 P.M. IN THE COUNCIL CHAMBERS

### **TENTATIVE AGENDA**

- 1) Roll Call:
- 2) Perfecting and Approval of Agenda
- 3) Consent Agenda:

All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

- Previous minutes as drafted from the Monday, August 3, 2015 Regular Session.
- Approve tax abatement application from James F. and Rosemarie Shephard for 309 Broad Street (Resolution No. 2015-84).
- Delmar Lender resignation from the Public Services Department effective August 30, 2015.
- Rod See resignation from the Grinnell Police Department effective August 30, 2015.
- Consider request from Grinnell Vintage Auto Club to have the 42<sup>nd</sup> Annual Grinnell Vintage Auto Show in Central Park on Saturday, August 22, 2015 with the street blockage requests.
- Review Campbell Fund requests.
- 4) Public Hearings:
- 5) Meeting Minutes/Communications:
  - a) Finance Committee minutes: August 3, 2015.
  - b) Planning Committee minutes: August 3, 2015.
  - c) Public Works and Grounds Committee minutes: August 3, 2015.
  - d) July 2015 Monthly Treasurers Report.
  - e) FY 2015 Annual Financial Report.
  - f) July 2015 Monthly Police Report.
  - g) July 2015 Building Permit Report.
- 6) Committee Business:

### A. Report from the Finance Committee

- 1. Consider resolution setting the salary for the City Clerk/Finance Director for FY 2016 and FY 2017 (See Resolution No. 2015-85).
- Consider resolution approving a professional services agreement with Shive-Hattery, Inc. for Iowa Economic Development Authority Site Certification Program (See Resolution No. 2015-86).
- 3. Discuss AT&T lease renewal for additional equipment space.
- 4. Review bids received on the city owned residential lots.

### B. Report from the Planning Committee

- 1. Discuss requests for façade funding.
- 2. Update on CDBG Downtown Revitalization Project.

### C. Report from the Public Safety Committee

1. Consider approval of the amended City of Grinnell Employee Safety Manual (See Resolution No. 2015-87).

### D. Report from the Public Works and Grounds Committee

- Consider approval of the amended supplemental agreement for maintenance of Primary Roads in Municipalities between the Iowa Department of Transportation and city of Grinnell for FY2016.
- 2. Consider resolution approving the contract for the Community Development Block Grant (CDBG) Program Contract for the 2015 West Side Sanitary Sewer Rehabilitation Project (See Resolution No. 2015-88).
- 3. Consider setting public hearing on the USDA Rural Development Grant Application for September 8, 2015 at 7:00 p.m.
- 7) Inquiries:
- 8) Adjourn



## GRINNELL CITY COUNCIL REGULAR SESSION MEETING MONDAY, AUGUST 3, 2015 AT 7:00 P.M. IN THE COUNCIL CHAMBERS

### **MINUTES**

The Grinnell City Council met in regular session Monday, August 3, 2015 at 7:00 p.m. in the council chambers. Mayor Canfield presided with the following council members in attendance: White, Burnell, Hansen, Hueftle-Worley and Wray. Absent: Bly. Also present were Chris Johnson, John Clayton, Dennis Reilly, Russ Behrens and Kay Cmelik.

### **AGENDA**

Hueftle-Worley made the motion, second by Wray to approve the agenda. AYES: 5-0. Motion carried.

### **CONSENT AGENDA**

Hueftle-Worley made the motion, second by Wray to approve the consent agenda as follows:

- Previous minutes as drafted from the Monday, July 20, 2015 Regular Session.
- Approve City Claims and Payroll for July 7, 2015 through and including August 3, 2015.
- Approve tax abatement application from LICH, Inc. for 826 Reed Street, Grinnell, Iowa (Resolution No. 2015-76).
- Review Campbell Fund requests.

AYES: 5-0. Motion carried.

### **PUBLIC HEARINGS**

The Mayor announced that it was the time and place for the proposed contract documents (including the plans, specifications, and form of contract) and estimated construction cost for the Grinnell Façade Rehabilitation project. He asked if there were any comments for or against said project. There were none.

Hueftle-Worley made the motion, second by Wray to close the public hearing at 7:03 p.m. AYES: 5-0. Motion carried.

### **ROUTINE BUSINESS**

The council acknowledged receipt of the previous council committee/board meeting minutes as follows:

a) Finance Committee minutes: July 20, 2015.

- b) Planning Committee minutes: July 20, 2015.
- c) Public Safety Committee minutes: July 20, 2015.
- d) Public Works and Grounds Committee minutes: July 20, 2015.
- e) Hotel and Motel Tax Committee Minutes: June 23, 2015.

No action was necessary.

### FINANCE COMMITTEE

The council briefly discussed the city clerk/finance director's compensation. A resolution will be prepared for consideration at the next regular meeting. No official action was taken.

### PLANNING COMMITTEE

Hansen made the motion, second by Burnell to approve RESOLUTION NO. 2015-77 - Resolution to approve the REAP Application for the Grinnell Area Recreational Trail Extension. AYES: 5-0. Motion carried.

The council discussed the bids received for the Community Development Block Grant (CDBG) Façade Rehabilitation. Garling Construction, Inc was the apparent low bidder but no action was taken.

### PUBLIC WORKS AND GROUNDS COMMITTEE

Hueftle-Worley made the motion, second by Wray to approve RESOLUTION NO. 2015-78 - Resolution authorizing payment of contractor's pay request No. 10 in the amount of \$150,773.36 to Con-Struct, Inc. of Marshalltown, Iowa for the Central Business District Phase 4 Reconstruction Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Wray to approve RESOLUTION NO. 2015-79 - Resolution authorizing payment of contractor's pay request No. 8 in the amount of \$17,158.64 to Steven's Concrete Limited for the Grinnell Regional Airport Snow Removal Equipment Storage Building. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Wray to approve RESOLUTION NO. 2015-80 - Resolution authorizing payment of contractor's pay request No. 3 in the amount of \$38,000 to Jasper Construction Services Inc. of Newton, Iowa for the Central Business District Maintenance Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Wray to approve RESOLUTION NO. 2015 -81 - Resolution authorizing payment of contractor's pay request No. 1 in the amount of \$9,685.25 to Jasper Construction Services Inc. of Newton, Iowa for the Sunset Street Paving Improvement Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Wray to approve RESOLUTION NO. 2015-82 - Resolution authorizing payment of contractor's pay request No. 2 in the amount of \$264,258.24 to Jasper Construction Services Inc. of Newton, Iowa for the 8th Avenue Pavement Replacement Project - STP-U-3127(627)—70-79. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Wray to approve RESOLUTION NO. 2015-83 - Resolution authorizing payment of contractor's pay request No. 3 in the amount of \$90,830.15 to Jasper Construction Services Inc. of Newton, Iowa for the Highway 6 Underpass Bike Trail Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Wray to approve a memorandum of understanding between the city of Grinnell and Iowa Department of Natural Resources – Forestry Bureau for an Alliant Operation ReLeaf Distribution site for Fall 2015. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Wray to request to leave the utilities capped at the property line for a maximum of two years at 702 2<sup>nd</sup> Avenue with the possibility for an extension, if needed. AYES: 5-0. Motion carried.

### **INQUIRIES**

There was a request for additional road closure signage for the Sunset Street Paving Project.

John Clayton of 428 Hamilton Avenue voiced his concern with the ITM foreclosure.

### **ADJOURN**

Wray made the motion, second by White to adjourn at 7:16 p.m. AYES: All. Motion carried.

GORDON R. CANFIELD, MAYOR	
	GORDON R. CANFIELD, MAYOR

### RESOLUTION NO. 2015-84

A RESOLUTION TO APPROVE IMPROVEMENT PROJECTS AS SUBMITTED FOR PROPERTY AND REQUEST TAX EXEMPTION FOR THIS IMPROVEMENT ACCORDING TO 2013 CENTRAL URBAN REVITALIZATION PLAN (James F. and Rosemarie Shephard, 309 Broad Street).

BE IT RESOLVED by the Grinnell City Council that the improvement project as listed below meets the requirements to qualify for tax exemption as stated in Grinnell Urban Revitalization Plan, and

BE IT FURTHER RESOLVED that tax exemptions are subject to review by the Poweshiek County Assessor and that exemptions are not valid until improvements are completed.

NOW, THEREFORE, BE IT RESOLVED that the Application for Urban Revitalization tax exemption as submitted for the following property is approved by the Grinnell City Council:

Urban Revitalization: James F. and Rosemarie Shephard, 309 Broad Street.

All qualified real estate assessed as residential. 100% abatement for 10 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

PASSED AND APPROVED THIS 17th day of August, 2015.

	Gordon Canfield, Mayor
Attest:	

### APPLICATION FOR TAX ABATEMENT UNDER THE 2013 CENTRAL URBAN REVITALIZATION PLAN FOR GRINNELL, IOWA

Prior Approval for Intended Improvements	Approval of Improvements Completed
FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE URBAN REVITALIZATION PLAN ADOPTED BY THE CITY COUNCIL OF	
The 2013 Central Urban Revitalization Plan allows property tax exemptions as f	ollows:
All qualified real estate assessed as multiresidential or commercial that with at least 75% of the space used for residential purposes. 100% increase the assessed value of the building by a minimum of 10% and be in a	abatement for 10 years. Improvements must
All qualified real estate assessed as residential. 100% abatement for 10 value of the building by a minimum of 10% and be in an amount not less that	
All qualified real estate assessed as commercial. 100% abatement for 3 value of the building by a minimum of 10% and be in an amount not less tha	
All qualified real estate assessed as abandoned. Declining sliding scale increase the assessed value of the building by a minimum of 10% and be in a	
In order to be eligible, the property must be located in the 2013 Central Urban R	evitalization Area.
This application must be filed with the City by February 1 of the assessment year not later than 2 years after the February 1 <sup>st</sup> following the year that the improven	
Address of Property: 309 Broad St Grinn	Jell IA SOUZ
Legal Description:	
Title Holder or Contract Buyer: TAMES F & Rosemosie	Shepard
Title Holder or Contract Buyer: <u>JAMES F &amp; Rosemarie</u> Address of Owner (if different than above): <u>4458 32nd 54 G</u>	C'NNCII IA SOIIZ
Phone Number (to be reached during the day): 641-990-7/53	Rose
Is there a Tenant on the Property that will be displaced by the Improvements wh continuously for 1 year prior to [insert date of adoption of the Plan]?	
Existing Property Use: X Residential Commercial Industrial Va	cant
Proposed Property Use: Resiductial	
Nature of Improvements: New Construction Addition \( \bigce \) General Improvements	ements
Specify: Siding, windows and both Deck, insulat	ion, sheetiack
Permit Number(s) from the City of Grinnell Building Department  Date Permit(s) Issued:  Permit(s) Valuation:  [Attach approve	ed Building Permit to this application]

Estimated or Actual Date of Completion:	G-03-15
Estimated or Actual Cost of Improvements:	\$50,000
	Signature: 1
	Name (Printed) Rosemarie Shipord
	Title: Owner
	Company:
	Date: 8-3-15

### FOR CITY USE

	Application Approved/Disapproved
	Reason (if disapproved)
CITY COUNCIL	Date Resolution No  Attested by the City Clerk
ASSESSOR	Present Assessed Value of Structure  Assessed Value with Improvements  Eligible or No eligible for Tax Abatement  Assessor Date

This Application is a summary of some of the Plan terms; for complete information, read a copy of the 2013 CENTRAL URBAN REVITALIZATION PLAN, available at City Hall.

### ATTACHMENTS: ATTACH YOUR APPROVED BUILDING PERMIT TO THIS APPLICATION

This Application is to be forwarded by the City to the County Assessor by March 1.

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<sup>\*</sup> Example: To receive a full exemption on Improvements that were first fully assessed on 1-1-2014, the property owner must file the application with the City no later than 2-1-2016.

Im writing this note to inform you of my retirement, This is my 30 day notice of employment with the City of Srinnell. I'm currently on vasation and would like to continue to be until it runs out.

Respectfully Silman Sanden To: Chief Dennis Reilly

Subject: Resignation

Date: July 31, 2015

From: Rodney See

This letter will confirm my resignation as a Police Officer for Grinnell Police Department.

I have accepted a position as Deputy sheriff with the Poweshiek County Sheriff's Office. I look forward to my future with the sheriff's office, and continued work in law enforcement.

My last day of work will be August 27<sup>th</sup>. My last day of employment with the Grinnell Police Department will be August 30<sup>th</sup>. With my crime prevention collateral this will give me time to turn over that collateral to another and time to train my replacement. I will assist the Grinnell Police Department in anyway I can during this transition. This notice will satisfy as my 30 day notice ensuring I will be paid my remaining vacation and sick time bank.

Working at the Grinnell Police Department has been very rewarding experience. I'm thankful for the friendships I have gained, and will miss working with all of the employees in the department.

Sincerely,

Rodney See

7-31-15

To: City of Grinnell

The Grinnell Vintage Auto Club would like to have the 42<sup>nd</sup> Annual Grinnell Vintage Auto Show in Central Park on Saturday, August 22<sup>nd</sup>, 2015.

We would like to reserve Central Park for the day of the show and to have access to the park grounds on Friday, August 21<sup>st</sup> and Saturday, August 22<sup>nd</sup>. The Friday access would be for marking off parking spaces and to set up tents to be used the day of the show.

We are also requesting permission to block access to through traffic from 3rd to 4th Avenues on Broad and Park Streets, and Commercial Street from Broad Street west to the alley between Main and Broad Streets.

We would like to invite Mayor Gordon Canfield to come and choose the Mayor's Choice winner at the car show on August  $22^{nd}$ .

The Grinnell Vintage Auto Club appreciates your support and invites you to come and enjoy the show. Please contact me if you have any questions.

Thank you,

Andy Henderson, President Grinnell Vintage Auto Club 1523 Prairie St Grinnell, IA 50112 641-990-6388



## Grinnell FINANCE COMMITTEE Meeting MONDAY, AUGUST 3, 2015 AT 5:30 P.M. IN THE 1ST FLOOR CONFERENCE ROOM OF THE GRINNELL COMMUNITY CENTER

### **MINUTES**

**PRESENT:** Wray (Chair), White, Hansen. Also present were Mayor Canfield, Sondra Burnell, Duane Neff, Russ Behrens and Kay Cmelik.

**PERFECTING AND APPROVAL OF AGENDA:** Approved as presented.

### **COMMITTEE BUSINESS:**

1. The committee discussed the City Clerk/Finance Director's compensation. The position was reviewed according to the D62 positions in the city's Compensation and Benefits Study as well as the years of service with the city. After doing so it was deemed the position warrants an adjustment to align the compensation with upper end department head positions requiring a broad base of knowledge and education, complex decision making and decisions about resources allocation. A resolution will be prepared for consideration at the next regular meeting amending the salary for FY 2016 and setting the salary for FY 2017 accordingly. No official action was necessary.

INQUIRIES: None.

The meeting was adjourned at 6:10 p.m.

JO WRAY, CHAIR

ATTEST:

P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR



# GRINNELL PLANNING COMMITTEE Meeting MONDAY, AUGUST 3, 2015 AT 4:45 P.M. IN THE COUNCIL CHAMBERS OF THE GRINNELL COMMUNITY CENTER

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**PRESENT:** Burnell, Hansen. Absent: Bly. Also present Mayor Canfield, Duane Neff, Russ Behrens and Kay Cmelik.

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

### **COMMITTEE BUSINESS:**

- Burnell made the motion, second by Hansen to recommend approval of Resolution No. 2015-77 - Resolution to approve the REAP Application for the Grinnell Area Recreational Trail Extension. AYES: 2-0. Motion carried.
- 2. The committee discussed the bids for the Community Development Block Grant (CDBG) Façade Rehabilitation. Garling Construction, Inc. was the apparent low bid. The contract award will not take place until RDG Planning and Design has the opportunity to meet with the building owners.

The meeting was adjourned at 4:55 p.m.

GORD	OON R. CANFIELD, MAYOR
ATTEST:	
P. KAY CMELIK, CITY CLERK/FINANCE DII	RECTOR



## Grinnell PUBLIC WORKS AND GROUNDS Meeting MONDAY, AUGUST 3, 2015 AT 6:15 P.M. IN THE COUNCIL CHAMBERS OF THE GRINNELL COMMUNITY CENTER

### **MINUTES**

**PRESENT:** Hueftle-Worley (Chair), Wray. Absent: Bly. Also present were Mayor Canfield, Dave Popp, Duane Neff, Jim White, Russ Behrens and Kay Cmelik.

**PERFECTING AND APPROVAL OF AGENDA:** Approved as presented.

### **COMMITTEE BUSINESS:**

- 1. There was a brief discussion on the responsibilities for sewer and water service lines. No action was taken.
- Wray made the motion, second by Hueftle-Worley to recommend approval
  of Resolution No. 2015-78 Resolution authorizing payment of
  contractor's pay request No. 10 in the amount of \$150,773.36 to ConStruct, Inc. of Marshalltown, Iowa for the Central Business District Phase 4
  Reconstruction Project. AYES: 2-0. Motion carried.
- Wray made the motion, second Hueftle-Worley to recommend approval of Resolution No. 2015-79 - Resolution authorizing payment of contractor's pay request No. 8 in the amount of \$17,158.64 to Steven's Concrete Limited for the Grinnell Regional Airport Snow Removal Equipment Storage Building. AYES: 2-0. Motion carried.
- 4. Wray made the motion, second by Hueftle-Worley to recommend approval of Resolution No. 2015-80 - Resolution authorizing payment of contractor's pay request No. 3 in the amount of \$38,000 to Jasper Construction Services Inc. of Newton, Iowa for the Central Business District Maintenance Project. AYES: 2-0. Motion carried.
- 5. Wray made the motion, second by Hueftle-Worley to recommend approval of Resolution No. 2015-81 - Resolution authorizing payment of contractor's pay request No. 1 in the amount of \$9,685.25 to Jasper Construction Services Inc. of Newton, Iowa for the Sunset Street Paving Improvement Project. AYES: 2-0. Motion carried.
- 6. Wray made the motion, second by Hueftle-Worley to recommend approval of Resolution No. 2015-82 - Resolution authorizing payment of contractor's pay request No. 2 in the amount of \$264,258.24 to Jasper Construction Services Inc. of Newton, Iowa for the 8th Avenue Pavement Replacement Project - STP-U-3127(627)—70-79. AYES: 2-0. Motion carried.
- 7. Wray made the motion, second by Hueftle-Worley to recommend approval of Resolution No. 2015-83 Resolution authorizing payment of contractor's pay request No. 3 in the amount of \$90,830.15 to Jasper Construction Services Inc. of Newton, Iowa for the Highway 6 Underpass Bike Trail Project. AYES: 2-0. Motion carried.
- 8. Wray made the motion, second by Hueftle-Worley to recommend approval of the memorandum of understanding between the city of Grinnell and Iowa Department of Natural Resources Forestry Bureau for an Alliant Operation ReLeaf Distribution site for Fall 2015. AYES: 2-0. Motion carried.

9.	Wray made the motion, second by Hueftle-Worley to recommend approval of a request to leave the utilities capped at the property line for a maximum of two years at 702 2 <sup>nd</sup> Avenue with possibility of extension upon request. AYES: 2-0. Motion carried.
INQUIRIES:	None.
The meeting	adjourned at 6:40 P.M.
	BYRON HUEFTLE-WORLEY, CHAIR
ATTEST:	
P. KAY CME	LIK, CITY CLERK/FINANCE DIRECTOR

### CITY OF GRINNELL

### MONTH TO DATE TREASURERS REPORT

**AS OF: JULY 2015** 

	DECININING	AS UP: JULY 2015	MONTH TO DATE	ENDING
FUND	BEGINNING CASH BALANCE	MONTH TO DATE RECEIPTS	MONTH TO DATE DISBURSEMENTS	ENDING CASH BALANCE
GENERAL FUNDS				
001-GENERAL FUND	317,065.95	143,345.41	259,380.25	201,031.11
003-LIBRARY - GENERAL FUND	0.00	4,361.66	35,800.19	(31,438.53)
004-COMM CTR RES - GENERAL	290,163.42	138.65	0.00	290,302.07
009-SPORTS AUTHORITY	9,061.73	0.00	650.00	8,411.73
010-BUILDING & PLANNING - GEN	266,687.88	17,883.84	17,731.59	266,840.13
011-UTILITY FRANCHISE - GEN	59,789.23	31,638.52	0.00	91,427.75
102 - FORBES FUND - GENERAL	13,871.54	11.22	0.00	13,882.76
103 - LIBRARY FUND STATE - GENERAL	6.59	0.00	0.00	6.59
104 - STAYING WELL - GENERAL	5,613.09	0.00	0.00	5,613.09
105 - RENAISSANCE - GEN	96,465.12	46.09	0.00	96,511.21
107 - PLANTINGS - GEN	9,993.18	0.00	0.00	9,993.18
108 - TREE FUND - GEN	3,220.00	0.00	0.00	3,220.00
109 - PENSION - GEN	120,234.73	57.42	73.27	120,218.88
130-CDBG HSG GRANT 01 - GEN	9,957.23	0.00	0.00	9,957.23
TOTAL GENERAL FUNDS	1,202,129.69	197,482.81	313,635.30	1,085,977.20
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SPECIAL REVENUE FUNDS				
110-ROAD USE FUND - SPEC REV	413,904.11	0.00	43,714.37	370,189.74
112-T&A EMP BEN- SPEC REV	481,157.13	94,782.95	90,822.11	485,117.97
121-LOCAL OPTION SALES TAX	770,531.42	7,470.28	0.00	778,001.70
133-T-A RES UNEMP - SPEC REV	24,882.28	138,858.83	0.00	163,741.11
136-INSURANCE DED -SPEC REV	67,117.11	11.89	0.00	67,129.00
138-MED INS RESERVE - SPEC RV	166,020.93	32.07	8,535.78	157,517.22
140-HEALTH INS ESC-SPEC REV	9,790.58	9,678.09	0.00	19,468.67
145-HOTEL/MOTEL TAX - SPC REV	196,406.05	89.65	8,776.13	187,719.57
167-LIBRARY GIFTS - SPEC REV	208,642.61	9,976.46	23,502.65	195,116.42
490-FIRE EQMT REP FUND - SP R	299,021.08	128.55	30,000.00	269,149.63
491-GEN EQMT REP FUND- SP RV	434,683.31	207.70	0.00	434,891.01
492-WA EQMT REV FUND - SP RV	138,658.31	66.25	0.00	138,724.56
493-SW EQMT REV FUND- SP RV	508,598.45	243.02	0.00	508,841.47
494-SAN EQMT REP FUND-SP RV	485,580.34	232.02	0.00	485,812.36
496-WATER TOWER RES	107,225.09	51.23	0.00	107,276.32
497-ADMIN - BLDG FUND	0.00	0.00	0.00	0.00
498-OFFICE EQMT REP FD - SR	52,011.89	24.85	0.00	52,036.74
499-REC EQMT REP FD- SP RV	48,748.27	23.29	0.00	48,771.56
TOTAL SPECIAL REVENUE FUNDS	4,412,978.96	261,877.13	205,351.04	4,469,505.05
TOTAL SI LCIAL NEVENOL FONDS	4,412,570.50	201,077.13	203,331.04	4,403,303.03
TAX INCREMENT FINANCING FUNDS				
125-URBAN REN - TIF SPEC REV	257,225.29	10,753.80	59.09	267,920.00
TOTAL TIF FUNDS	257,225.29	10,753.80	59.09	267,920.00
	,	2,2 2 2 3 2		
DEBT SERVICE FUNDS				
200-DEBT SERV - SPEC REV	147,711.67	2,070.02	0.00	149,781.69
TOTAL DEBT SERVICE FUNDS	147,711.67	2,070.02	0.00	149,781.69

### CITY OF GRINNELL

### MONTH TO DATE TREASURERS REPORT

**AS OF: JULY 2015** 

		AS OF: JULY 2015		
FUND	BEGINNING	MONTH TO DATE	MONTH TO DATE	ENDING
FUND	CASH BALANCE	RECEIPTS	DISBURSEMENTS	CASH BALANCE
CAPITAL PROJECT FUNDS				
309 - GMRC RISE PROJECT	0.00	0.00	0.00	0.00
310-CENTRAL PARK PROJECT	(8,968.46)	0.00	0.00	(8,968.46
312 LIBRARY BLDG PROJ CP	0.00	0.00	0.00	0.00
313-ITM MUSEUM DOT PROJ CP	28,350.73	0.00	339.90	28,010.83
350-AIRPORT DEVELOPMENT	33,504.82	15.49	1,089.93	32,430.38
362-HWY 146 NORTH	32,852.54	12.79	6,091.77	26,773.56
364 - CBDG FAÇADE IMP	98,247.36	43.58	7,032.54	91,258.40
365-CLNS FY 15-16	0.00	0.00	3,549.47	(3,549.47
367-CLNS FY 13-14	0.00	0.00	0.00	0.00
368-CLNS FY 14-15	43,273.23	0.00	(0.45)	43,273.68
369-REINVESTMENT PROJECT	(10,660.28)	0.00	0.00	(10,660.28
370 - POOL & LIONS PARK PROJECT	0.00	0.00	0.00	0.00
372-BIKE TRAIL PROJECT	234,490.53	0.00	0.00	234,490.53
373 - 8TH AVENUE ST CONST IMP	188,804.49	35.86	236,325.70	(47,485.35
374 - HWY 146 & I80 SIGNAL IMP	(29,124.00)	0.00	113,754.15	(142,878.15
375-I-80 INTERCHANGE PROJECT	(132,828.88)	0.00	103.53	(132,932.41
376-CBD PROJECTS	1,665,243.86	648.59	307,859.84	1,358,032.61
377-BROWNELL'S - I-80 PROJECT	0.50	0.00	0.00	0.50
378 - WW TRMT PLAN PROJECT	12,569.47	0.00	3,401.90	9,167.57
380 - SUNSET ST IMP PROJECT	(17,905.91)	0.00	0.00	(17,905.91
381 - CBD PHASE 5	0.00	0.00	8,080.80	(8,080.80
CAPITAL PROJECT FUNDS	2,137,850.00	756.31	687,629.08	1,450,977.23
PERMANENT FUNDS				
500-PERP CARE FD - PERMANENT	508,674.24	1,472.86	0.00	510,147.10
TOTAL PERMANENT FUNDS	508,674.24	1,472.86	0.00	510,147.10
PROPRIETARY FUNDS				
141-WATER DEP FUND - PROP	83,510.34	(350.00)	0.00	83,160.34
610-WATER FUND	423,044.45	123,197.52	70,278.43	475,963.54
611-WATER REV SINKING FUND	0.00	0.00	0.00	0.00
612-WATER BOND RESERVE	0.00	0.00	0.00	0.00
613-WA IMP FUND	0.00	0.00	0.00	0.00
620-SEWER OPERATION AND MAINT	1,053,284.19	135,926.94	57,728.84	1,131,482.29
621-SEWER SINKING FUND	0.00	0.00	0.00	0.00
622-SEWER BOND RESERVE	0.00	0.00	0.00	0.00
630-STORM SEWER FUND	784,879.50	21,137.82	31,052.45	774,964.87
670-SOLID WASTE	454,702.38	90,726.62	95,563.88	449,865.12
TOTAL PROPRIETARY FUNDS	2,799,420.86	370,638.90	254,623.60	2,915,436.16
		· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	
TOTAL FUND BALANCES	11,465,990.71	845,051.83	1,461,298.11	10,849,744.43

Form F-66 (IA-2)

#### STATE OF IOWA

### 2015 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2015

Grinnell

Grinnell

, IOWA

16207900300000 City Clerk/Finance Director 927 4th Avenue Grinnell, IA 50112

CITY OF

DUE: December 1, 2015

(Please correct any error in name, address, and ZIP Code)

WHEN COMPLETED, Mary Mosiman, CPA **Auditor of State** 

NOTE - The information supplied in this report will be shared by the Iowa State

State Capitol Building Des Moines, IA 50319-0004 PLEASE Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies **RETURN TO ALL FUNDS** Total actual Item description Governmental Proprietary Budget (a) (c) (d) Revenues and Other Financing Sources 3,770,196 3,770,196 3,764,293 Taxes levied on property Less: Uncollected property taxes-levy year Net current property taxes 3,770,196 3,770,196 3,764,293 Delinquent property taxes 0 0 1,811,065 1,811,065 1,793,431 TIF revenues Other city taxes 1,619,250 0 1,619,250 1,585,384 0 15,791 15,791 5,221 Licenses and permits Use of money and property 317,873 24,700 342,573 342,061 7,870 2.227.986 2,235,856 2.234.517 Intergovernmental Charges for fees and service 470,858 4,610,135 5,080,993 5,290,342 0 0 Special assessments 1,738,816 554,196 2,293,012 2,515,669 Miscellaneous 10,785,724 10,785,724 10,785,724 Other financing sources 0 5,196,901 Total revenues and other sources 22,757,559 27,954,460 28,316,642 **Expenditures and Other Financing Uses** 1,967,473 1,967,473 2,087,626 Public safety 0 Public works 2,149,765 0 2,149,765 2,625,726 1,274 0 2,000 Health and social services 1,274 Culture and recreation 1,245,017 0 1,245,017 1,325,207 0 634,591 756,050 Community and economic development 634.591 1,648,682 0 1,648,682 1,821,015 General government 0 8.150.058 8,150,058 8.221.114 Debt service 3,825,114 0 3,825,114 4,105,060 Capital projects Total governmental activities expenditures 19,621,974 0 19,621,974 20,943,798 4,530,401 4,018,429 4,018,429 Business type activities 0 Total ALL expenditures 19,621,974 4,018,429 23,640,403 25,474,199 3.683.107 4.635,286 4,635,286 Other financing uses, including transfers out 952,179 Total ALL expenditures/And other financing uses 23,305,081 4.970.608 28,275,689 30,109,485 Excess revenues and other sources over (Under) Expenditures/And other financing uses -547.522 226.293 -321.229 -1.792.843 Beginning fund balance July 1, 2014 9,214,095 11,787,224 12,964,780 2,573,129 8,666,573 2,799,422 Ending fund balance June 30, 2015 11.171.937 Note - These balances do not include \$ held in non-budgeted internal service funds; \$ held in Pension Trust Funds; \$ held in Private Purpose Trust funds and \$ held in agency funds which were not budgeted and are not available for city operations. Indebtedness at June 30, 2015 Indebtedness at June 30, 2015 Amount - Omit cents Amount - Omit cents General obligation debt 15,634,207 Other long-term debt Revenue debt 0 Short-term debt TIF Revenue debt 0 General obligation debt limit 24,908,684 CERTIFICATION THE FOREGOING REPORT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF Signature of city clerk Date Published/Poster Date Posted Area Code Extension Telephone Date signed PLÉASE PUBLISH THIS PAGE ONLY

Part I	REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2015	JED JUNE 30, 2015		CITY OF Grinnell	ineil	į	Indicate	GAAP X in the appropriate box on this sheet ONLY	in the appropria	X NON-G	X NON-GAAP = CASH BASIS ate box on this sheet ONLY	BASIS
				L				Total				_
Line	Item description	General	Special revenue	revenue	Debt service	Capital projects	Permanent	Sum of cols.	Proprietary	Code	(Sum of cols.	Line
NO.		(a)	(p)	(c)	(p)	(e)	( <del>)</del>	(a) through (f)) (g)	(h)		(g) and (h)) (i)	
-	Section A - TAXES			<b>'</b>								-
2	Taxes levied on property	2,220,904	1,214,858		334,434			3,770,196			3,770,196	
ω.	Less: Uncollected property taxes - Levy year							0				
4 1	Net current property taxes	2,220,904	1,214,858		334,434	0		3,770,196		<u>10</u>	3,770,196	
٥	Delinquent property taxes			_						101		
9	Total property tax	2,220,904	1,214,858		334,434	0	0	3,770,196			3,770,196	9 9
7	Tif revenues			1,811,065				1,811,065		T01	1,811,065	2 2
	Other city taxes	000	0.00		2017							
0	Utility tax replacement excise taxes	38,556	21,216		4,733			64,505		115	64,505	
2	Utility franchise tax (Chapter 364.2, Code of Iowa)	161,506						161,506		T15	161,50	
5 =	Coming wood tax							5 0		38		
12	Mobile home fax							5 0		3		_
2 5	Mobile 1971 Figure 197		000					0 00		130	***	$\perp$
2	notevinotel tax		304,410					304,410		61	304,410	13
4 ,	Other local option taxes	000	1,088,829							109	1,088,829	_
CI.	IOIAL UIHER CIIY IAXES	200,062	1,414,455	Э	4,733	0	0	1,6		0	1,619,250	15
16	Section B - LICENSES AND PERMITS	15,791						15,791		T29	15,791	Ш
1	Section C - USE OF MONEY AND PROPERTY									L		$\Box$
18	Interest	278,121	19,579	1,467	4,804	13,902		317,873	24,700		342,573	
13	Rents and royaltres							0		Q40		_
07	Other miscellaneous use of money and property							0		0Z0		_
1.7	TOTAL LISE OF MONEY AND PROPERTY	27R 121	10 570	1 467	4 804	13 000		217 873	007 10	- 5	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 21
22		141014	0.000	101.1		200,01				2	10,240	1
24	Section D - INTERGOVERNMENTAL											23
25												25
56	Federal grants and reimbursements											26
27	Federal grants					600,326		600,326		B83	600,326	$\perp$
28	Community development block grants							0		B50		Ш
53	Housing and urban development							0		B50		
30	Public assistance grants							0		B79		
31	Payment in lieu of taxes							0		B30		0 31
32										_		32
35	I otal Federal grants and reimbursements	0	0	0	0	600,326	0	600,326		0	600,326	
35 36 37 38												35 34 35 34 38 34 38 34 34 34 34 34 34 34 34 34 34 34 34 34
86 4						:						39
1900												
200	Continued on next page											

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2015 – Continued	4E 30, 2015 – Cont	inued	CITY OF Grinnell	nnell			GAAP	×	NON-GAA	X NON-GAAP = CASH BASIS	ASIS
ltem description	General	Special revenue	TIF special revenue (c)	Debt service	Capital projects	Permanent (f)	Total governmental (Sum of cols. (a) through (f) (g)	Proprietary (h)	Code (S	GRAND TOTAL (Sum of cols. (g) and (h))	Line No.
Section D - INTERGOVERNMENTAL - Continued							-				41
State shared revenues Road use taxes		958,511					958.511		C46	958.511	44
											46
Other state grants and reimbursements											48
State grants		36,406			389,854		426,260		683	426.260	49
lowa Department of Transportation	25,287						25,287		683	25,287	က္ဆ
Iowa Department of Natural Resources							0		683	0	51
Iowa Economic Development Authority							0	21	C89	0	52
CEBA grants						A	0		C89	0	53
Commercial & Industrial Replacement Claim							0		C89	0	54
Property Tax Replacement - Rollback Allocation	55,910			6,831	×		62,741			62,741	22
Liquor license Proceeds	15,290						15,290			15,290	29
Police Grant	5,496						5,496			5,496	22
FEMA State Share	695						969	7,870		8,565	28
State Shared Library Revenues	8,180		le le							8,180	29
l otal state	110,858	994,917	0	6,831	389,854	0	1,502,460	7,870		1,510,330	8
Local grants and reimbursements											6
County contributions	10.599						10.599			10.599	168
Library service	14,664						14,664		D89	14,664	64
Township contributions	28,262						28,262		D89	28,262	65
Fire/EMT service							0		D89	0	99
Local grants and reimbursements	26,130	3,045	1		42,500		71,675		D89	71,675	67
							0			0	88
Total local grants and raimbursements	79 655	3 045	C		42 SOO		125 200	C	+	125 200	62
ACTION INTEREST OF CONTRACT AND ACTION OF THE PROPERTY OF THE	400 542	8			,		·			002,021	2 7
Section F. CHARGES FOR FEES AND SERVICE	CIC,UEI			100,0	1,032,000		006,122,2	0/8'/		008'067'7	- 5
							-	4 500 504	704	400000	2 2
								1,099,001	200	1,039,001	2 2
							0 0	300,010,1	700	700'0/0'1	4 4
							0 0		A93	0	2 2
							0		A6Ø	0	2
							0		AØ1	0	78
Landfill/garbage							0	1,141,541	A81	1,141,541	79
											Va

SIS	Line	<u> </u>	81	82	83	84	85	98	87	88	89	90	91	95	83	94	95	96	97	98	66	8	101	70 5	20 3	105	106	107	80	109	10	111	112	113	114	115	116	117	118	119	120
ASH BA	1		$\vdash$	0		_	┖	0	298,481		0			0		0	ш	Ш		0		_		4	_1	5,080,993	0		0	$\perp$		0	Ш		0			Ш			2,293,012 1
X NON-GAAP = CASH BASIS	GRAND TOTAL (Sum of cols.	(iii)							298														ì	41		2,060								2,293							,KZ,Z
NON-G/	Code			A94	T15	A03	A03	A50	A80		A89	A89	A89	A89	A89	A44	A5Ø	A87	A89	A03	A89	A61	A89	1			1001		660	660	111	U30	A'N				_		1	1	
×	Proprietary	3							298,481																	4,610,133								554,196						000	554,196
GAAP	Total governmental (Sum of cols.	(6)		0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0 020	47U,838		470,030	0		0	0	0	0		1,738,81	0	0	0	0	0		1,738,816
	Permanent	€																																3,424							3,424
	Capital projects	(e)																								Ō								114,024						100	114,024
nell	Debt service	(p)																																							0
CITY OF Grinnell	TIF special revenue	(0)																																							D
ned	Special revenue	(p)																																858,629						000	828,629
NE 30, 2015 – Contin	General	(a)																					030 050	4/0,630	410	4/0,030								762,739						000	/62,/39
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2015 – Continued	Item description		Section E - CHARGES FOR FEES AND SERVICE - Continued	Transit	Cable TV	Internet	Telephone	Housing authority	Storm water	Other:	Nursing home	Police service fees	Prisoner care	Fire service charges	Ambulance charges	Sidewalk street repair charges	Housing and urban renewal charges	River port and terminal fees	Public scales	Cemetery charges	Library charges	Park, recreation, and cultural charges	Animal control charges	Other charges - specify	TOWALL STORES	TOTAL CHANGES FOR SERVICE	Section F - SPECIAL ASSESSMENTS	Section G - MISCELLANEOUS	Contributions	Deposits and sales/fuel tax refunds	Sale of property and merchandise	Fines	Internal service charges	Other miscellaneous - Specify						OHOLING HACKET	TOTAL MISCELLANEOUS
Partl	Line		Т	82   1	83 (		Н	Н	H	Н	89	8	91	92	83	94	92	96	97	86	66	9	101	70,	2 3	105	106 <b>Se</b>	107 Se	108	Н	110	111	-	113	114	115	116	117	118	119	120
- Lib				_	_		_	_		Ц.		_		-			_		_1					_			_	_		Ш	1										_

121 123 124 124 126 126 127 128 130

Line No.

132 134 135

H BASI	AL	į,	52 2	$\perp$		0		2 0				_	Ц	$\Box$		4		0 17	0 18	0 19	0 20		0 22	0 23	74 24	0 25	0 26			0 29	0 30		0 32		0 34	0 35	96 0	0 37	0 38	0 39
X NON-GAAP = CASH BASIS	GRAND TOTAL (Sum of	(1)	1 272 052	1,414,5					6,453					440,141			121,087					101,966			4,874			20,000												
NON-G	Code		ER3	C-02	F62	E04	G04	F04	E83	689	E29	629	F59	E24	G24	F24	E32	G32	E66	995	F66	E66	995	F66	E32	G32	F32	E89	G89											
X	Proprietary	(h)																																						
GAAP	Total governmental (Sum of cols.	(a) (B)	1 272 052	0,512,1	0	0	0	0	6,453	0	0	0	0	440,141	0	0	121,087	0	0	0	0	101,966	0	0	4,874	0	0	20,000	0	0	0	0	0	0	0	0	0	0	0	0
Ш	Permanent	<b>(</b> )																																						
	Capital projects	(e)																																						
nell	Debt service	(p)																																						
CITY OF Grinnell	TIF special revenue	(0)																																						
), 2014	Special revenue	(p)	225 220	77,077								:		80,742																										
EAR ENDED JUNE 30	General	(a)	1 047 739	201,170,1					6,453					359,399			121,087					101,966			4,874			20,000												
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2014	Item description	A SUBLIO CAPETO	Section A — PUBLIC SAFETY  Police denartment/Crime prevention — Current operation	Purchase of land and equipment	Construction	Jail — Current operation	Purchase of land and equipment	Construction	Emergency management — Current operation	Purchase of land and equipment	Flood control — Current operation	Purchase of land and equipment	Construction	Fire department — Current operation	Purchase of land and equipment	Construction	Ambulance — Current operation	Purchase of land and equipment	Building inspections — Current operation	Purchase of land and equipment	Construction	Miscellaneous protective services — Current operation	Purchase of land and equipment	Construction	Animal control — Current operation	Purchase of land and equipment	Construction	Other public safety — Current operation	Purchase of land and equipment			-								
Part II	Line	$\neg$	- 6	Т	4	Г	9	7	П	$\neg$		7	ヿ	$\neg$	4	П	П	$\neg$	$\neg$	19	20	П	22	П	П	25	П	27 (	28	59	30	31	32	33	34	35	36	37	38	39

SIS	Line	 Ö	41	42	43	44	45	46	47	48	49	20	51	25	53	54	55	26	22	28	59	09	91	62	63	64	65	99	29	88	69	70	71	72	73	74	75	9/	77	78	79	08
X NON-GAAP = CASH BASIS		(g) (col. (g))		969,769	0	0	0	0	0	92,712	34,080	0	0	163,933	0	0	0	0	27,603	0	187,702		_	Ш			946,039	$\Box$				0	0	0	0	0	0		0	0	0	2,149,765
GAAP =																																	_									2,
NON	Code			E44	G44	F44	E60	G60	F60	E44	E44	G44	F44	E44	G44	E44	G44	F44	E81	G81	E01	9	5	E81	681	F81	E83	G89	F89													
ū	Proprietary	(h)																																								
] Вачь	governmental (Sum of cols.	(a) unougri (i)) (g)		697,696	0	0	0	0 0	0	92,712	34,080	0	0	163,933	0	0	0	0	27,603	0	187,702	0	0	0	0	0	946,039	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0 2,149,765
Ц	Permanent	(i)																																								0
	Capital projects	(e)																																								0
nnell	Debt service	(p)																																								0
CITY OF Grinnell	TIF special revenue	(c)																																								0
- Continued	Special revenue	(p)	i.	609,108						92,712	34,080			163,933					27,603								946,039									!						1,873,475
ENDED JUNE 30, 2014	General	(a)		88,588																	187,702																					276,290
I EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2014 Continued	ltem description		Section B — PUBLIC WORKS	Roads, bridges, sidewalks — Current operation	Purchase of land and equipment	Construction	Parking meter and off-street — Current operation	Purchase of land and equipment	Construction	Street lighting — Current operation	Traffic control safety — Current operation	Purchase of land and equipment	Construction	Snow removal — Current operation	Purchase of land and equipment	Highway engineering — Current operation	Purchase of land and equipment	Construction	Street cleaning — Current operation	Purchase of land and equipment	Airport (if not an enterprise) — Current operation	Purchase of land and equipment	Construction	Garbage (if not an enterprise) — Current operation	Purchase of land and equipment	Construction	Other public works — Current operation	Purchase of land and equipment	Construction													TOTAL PUBLIC WORKS
Part II	Line	į	41	45	43	44	42	46	47	48	49	20	21	25	23	54	55	26	57	28	29	8	61	62	63	64	65	99	29	89	69	2	71	72	73	74	75	92	77	78	79	80

Part	EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 39, 2014 Continued	4DED JUNE 30, 2014		CITY OF Grinnell	nell			GAAP	N)	NON-G	X NON-GAAP = CASH BASIS	ASIS
Line	Item description	General	Special revenue	TIF special revenue	Debt service	Capital projects	Permanent	Total governmental (Sum of cols.	Proprietary	Code	GRAND TOTAL	Line
Š		(a)	(a)	(3)		· (a)	Đ	(a) through (f))	, (4)		col. (g))	Š.
81	Section C — HEALTH AND SOCIAL SERVICES		(2)	(2)	(5)	(2)		18/	(1)			81
	Welfare assistance — Current operation							0		E79	0	82
П	Purchase of land and equipment							0		629	0	83
$\neg$	City hospital — Current operation							0		E36	0	84
85	Purchase of land and equipment							0		929	0	85
П	Construction							0		F36	0	98
$\Box$	Payments to private hospitals — Current operation							0		E36	0	87
	Health regulation and inspections — Current operation							0		E32	0	88
89	Purchase of land and equipment							0		G32	0	89
$\neg$	Construction							0		F32	0	96
$\neg$	Water, air, and mosquito control — Current operation							0		E32	0	91
95	Purchase of land and equipment							0		G32	0	92
	Construction							0		F32	0	93
94	Community mental health — Current operation							0		E32	0	94
П	Purchase of land and equipment							0		G32	0	95
96	Construction							0		F32	0	96
Г	Other health and social services — Current operation	1,274						1,274		E79	1.274	97
86	Purchase of land and equipment							0		G79	0	98
66	Construction							0		F79	0	66
100								0			C	100
101								0			0	101
102								C				102
103	TOTAL HEALTH AND SOCIAL SERVICES	1,274	0	0	0	0	0	1.27			1.274	103
104 105 106 106 110 111 111 111 111 111 111 111		14/74									417.	103 105 106 106 108 108 111 111 111 111 111 111 111 111

154 155 156 157

147

128   Machine of India and equipment         2,452         6         6         7,254,93         6         7,22,493         7,22,493	124	Construction							0	F52		0	
Particle of letted and equipment   122,463   124,645	125		2,452						2,452	E61		2,452	140
Purchase of land and equipment   122,463   Purchase of land and equipment   122,463   Purchase of land and equipment   122,463   Purchase of land and equipment   201,888   Purchase of land and equipment   201,888   Purchase of land and equipment   222,226   Purchase of land and equipment   222,236   Purchase of land and eq	126	Purchase of land and equipment							0	<u>G6</u>		0	14.00
Purchase of land and equipment   201,886   Per   Purchase of land and equipment   201,886   Per   Purchase of land and equipment   201,886   Per   200,000   Per   Per   200,000   Per	127	Parks — Current operation	132,493						132,493	E61		32,493	14
Parchage   Parchage	128	Purchase of land and equipment							0	<u>8</u>		0	1.
Revealed no	129	Construction							0	F61		0	1.
Purchase of land and equipment   S7,608   S7,6	130	Recreation — Current operation	201,888						201,888	E61		01,888	1.
Comparignment   Comparignmen	131	Purchase of land and equipment							0	39		0	15
Community center, course development   223,260   Care and designment   232,260   Care and de	132	Construction							0	F61		0	15
Community senters   Comm	133	Cemetery — Current operation	809'26						909'26	EOG		809.76	1.
Community senter, zero, marine, and auditorium         223,266         E61         22           Constructive community senter (zero)         223,266         90,161         0         0         1,245,017         E61         223,266           Purchase of land and equipment         1,154,856         90,161         0         0         0         1,245,017         E63         1,245           Section E. COMMUNITY AND ECONOMIC DEVELOPMENT         3,000         3,000         3,000         E89         1,245         1,245           Section E. COMMUNITY AND ECONOMIC DEVELOPMENT         3,000         3,000         C89         E89         1,245           Purchase of land and equipment         2,1485         31,158         3,1458         3,000         E89         E89 <t< td=""><td>134</td><td>Purchase of land and equipment</td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td><td>8</td><td>_</td><td>0</td><td>1,7</td></t<>	134	Purchase of land and equipment							0	8	_	0	1,7
Other cluster and recreation         223,280         Offer of the part of	135	Community center, zoo, marina, and auditorium							0	E61		0	
Purchase of land and equipment   1,154,856   90,161   0   0   0   1,245,017	136	Other culture and recreation	223,260						223,260	E61		23,260	4.1
Construction   Cons	137	Purchase of land and equipment							0	36,		0	
Section E — COMMUNITY AND ECONOMIC DEVELOPMENT   154.856   90,161   0   0   0   0   1,245,017   1.24	138	Construction							0	F61		0	
Section E — COMMUNITY AND ECONOMIC DEVELOPMENT         3,000         E89         E89<	139	TOTAL CULTURE AND RECREATION	1 154 856	90 161	c	C	C	C	1 245 017		1 2/	45.017	
Community beautification — Current operation         3,000         E89         E89           Purchase of land and equipment         21,485         31,186         62,643         E89	140	Section E — COMMUNITY AND ECONOMIC DEVEL OPMENT				2		7					
Purchase of land and equipment   21,485   31,158   19,000   19,0	144	Community beautification — Current constitue	1000				-	-	000 6			000	
Economic development         21,485         31,158         E89         E89           Purchase of land and equipment         Construction         0         G89         G89           Housing and urban renewal — Current operation         227,902         E50         E50           Purchase of land and equipment         227,902         E29         2           Purchase of land and equipment         227,902         E89         1           Construction         0         G50         E89         1           Other community and economic development — Current operation         30,564         95,133         E89         1           Construction         Construction         0         G89         1           Construction         30,564         95,133         E89         1           Construction         0         0         G89         1           Construction         225,349         E89         2           TIF Rebates         226,507         0         0         634,581           TOTAL COMMUNITY AND ECONOMIC DEVELOPMENT         261,466         116,618         256,507         0         0         0         0         634,581	142	Directors of land and commont	000,0						000,5			200,0	
Purchase of land and equipment	173	Conomic development		24 405	24 450				0 00				
Housing and control country and equipment   Construction   Purchase of land and equipment   Construction   Construc	144	Purhase of land and equipment		7,100	21,130				02,040			02,043	
Purchase of land and equipment         227,902         650         650           Parchase of land and equipment         227,902         650         650           Parchase of land and equipment         227,902         629         227,902           Purchase of land and equipment         30,564         95,133         125,697         629           Purchase of land and equipment         Construction         125,697         689         125,69           Purchase of land and equipment         Construction         125,697         689         125,34           Purchase of land and equipment         Construction         634,591         634,591         634,591           TIF Rebates         TIF Rebates are expended out of the TIF Special         Feweruse Fund within the Community and Economic         634,591         634,591	145	Housing and urban repewal — Current operation											
Construction         227,902         F50         F50           Planning and zoning — Current operation         227,902         E29         227,902           Purchase of land and equipment         30,564         95,133         E89         125,697           Other community and economic development         Cornert operation         125,697         E89         125,697           Purchase of land and equipment         Construction         E89         125,697         E89         125,697           Construction         TIF Rebates         225,349         0         0         E89         225,349           TOTAL COMMUNITY AND ECONOMIC DEVELOPMENT         TIF Rebates are expended out of the TIF Special         TIF Rebates         225,349         0         0         634,591           TOTAL COMMUNITY AND ECONOMIC DEVELOPMENT         The Rebates are expended out of the TIF Special         TOTAL COMMUNITY AND ECONOMIC DEVELOPMENT         E89         225,349         E89         225,349	146	Purchase of land and equipment								130		0	
Planning and zoning — Current operation         227,902         E29         227,902           Purchase of land and equipment         30,564         95,133         125,697         629         227,902           Other community and economic development         Construction         125,697         E89         125,697           Fourthase of land and equipment         Construction         689         125,349         E89         125,349           Tilf Rebates         Tilf Rebates         225,349         0         0         634,591         E89         225,349           TOTAL COMMUNITY AND ECONOMIC DEVELOPMENT         Tilf Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"         0         0         634,591         0         634,591	147	Construction							0	150		0	
Purchase of land and equipment         30,564         95,133         629           Other community and economic development         Construction         125,697         E89           Purchase of land and equipment         Construction         689           Forestruction         F89         F89           TIF Rebates         225,349         0         0         E35,349           TOTAL COMMUNITY AND ECONOMIC DEVELOPMENT         TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"         0         0         634,591	148	Planning and zoning — Current operation	227,902						227,902	E29		27.902	
Other community and economic development — Current operation         30,564         95,133         E89           Purchase of land and equipment         Construction         Construction         CB           TIF Rebates         Z25,349         0         0         E89           TOTAL COMMUNITY AND ECONOMIC DEVELOPMENT         Z61,466         116,618         Z56,507         0         0         634,591           Pevelopment program's activity "Other"	149	Purchase of land and equipment							0	926		0	
Purchase of land and equipment	150	Other community and economic development — Current operation	30,564	95,133					125,697	E86		25,697	
Construction         Construction         F89           TIF Rebates         225,349         0         0         634,591           TOTAL COMMUNITY AND ECONOMIC DEVELOPMENT         261,466         116,618         226,507         0         0         0         634,591           TIF Rebates are expended out of the TIF Special           Textual within the Community and Economic Development program's activity "Other"	151	Purchase of land and equipment							0	389		0	
TIF Rebates	152	Construction							0	F89		0	
TOTAL COMMUNITY AND ECONOMIC DEVELOPMENT 261,466 116,618 256,507 0 0 0 634,591  TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"	153	TIF Rebates			225,349				225,349	E88		25,349	
	154	TOTAL COMMUNITY AND ECONOMIC DEVELOPMENT	261,466	116,618	256,507	0	0	0	634,591		9	34,591	
	155 156 157 158			TIF Rebates are Revenue Fund wit Developmer	expended out of th thin the Community nt program's activit	e TIF Special and Economic y "Other"		-					

X NON-GAAP = CASH BASIS

No.

GRAND TOTAL (Sum of col. (g))

Code

Proprietary Ξ

governmental (Sum of cols. (a) through (f)) (g)

Permanent 8

Capital projects 9

Debt service 9

TIF special revenue

Special revenue

General (a)

Item description

No.

9

(p)

90,161

497,155

Section D — CULTURE AND RECREATION

Library services — Current operation Purchase of land and equipment

121 122 123

Total

GAAP

CITY OF Grinnell

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2014 -- Continued

Part II

121 122 123 124 126 126 128

587,316

587,316

133

135 136 138

137

139

140

142 143 144 145 146 148

141

132

131

129

	Π	_	_				_	_	T			<u> </u>	_	_	Г		<u> </u>	L	l	Ī	Ι.	Τ_		_	Г		I.,	<u> </u>					_		Γ	L.		Г.	I. I.
BASIS	No.				$oxed{}$	162	163	164	┖	166	167	168	┖	┖	171	172	173	174	175		177	┖	179		181	182	183	184	185	Ш	_	Ш	Ш	190	L	192	193	194	195 196
X NON-GAAP = CASH BASIS	GRAND TOTAL (Sum of col. (g))	(i)		33,560	0	139,180	0	0	0	4,103	0	156,796	0	0	69,270	1,245,773	0	0	0	1,648,682	8,150,058	0	0	0	0	8,150,058	0	3,825,114	0	0	3,825,114	0	0	0	0	0	3,825,114	19,621,974	
9-NON	Code			E29	G29	E23	G23	E89	689	E25	G25	E31	631	F31	E89	E89	689		Γ		Γ						Г	Г	П							Γ			
X	tary	(h)											<b>!</b>					1	1	1			<b>!</b>				_	<u> </u>							l				
GAAP	Total governmental (Sum of cols. (a) through (f))	(6)		33,560	0	139,180	0	0	0	4,103	0	156,796	0	0	69,270	1,245,773	0	0	0	1,648,682	8,150,058	0	0	0	0	0 8,150,058		3,825,114	0		3,825,114		0	0	0	0	3,825,114	19,621,974	
	Permanent	(j)																		0						0					0					0	0	0	
	Capital projects	(e)																		0						0		3,825,114			3,825,114					0	3,825,114	3,825,114	
lnell	Debt service	(p)																		0	8,150,058					8,150,058					0					0	0	8,150,058	
CITY OF Grinnell	TIF special revenue	(c)	Have																	0						0					0					0	0	256,507	
Continued	Special revenue	(p)														789,438				798,708						0					0					0	0	3,184,924	
4DED JUNE 30, 2014	General	(a)		33,560		139,180				4,103		156,796			000'09	456,335				849,974						0					0					0	0	4,205,371	
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2014 Continued	Item description		Section F — GENERAL GOVERNMENT	Mayor, council and city manager — Current operation	Purchase of land and equipment	Clerk, Treasurer, financial administration — Current operation	Purchase of land and equipment	Elections — Current operation	Purchase of land and equipment	Legal services and city attorney — Current operation	Purchase of land and equipment	City hall and general buildings — Current operation	Purchase of land and equipment	Construction	Tort liability — Current operation	Other general government — Current operation	Purchase of land and equipment			TOTAL GENERAL GOVERNMENT	Section G — DEBT SERVICE					TOTAL DEBT SERVICE	Section H — REGULAR CAPITAL PROJECTS — Specify	Central Park Imp, Airport Imp, GMRC Rise Project, Hwy146N	CBDG Façade, IRA, Water Twr Project, Bike Trail Proj, 8th Ave	Hwy 146 Signal, I-80 Inter, Brownells, WW Trmt Plant	ş	— TIF CAPITAL PROJECTS — Specify				Subtotal TIF Capital Projects	TOTAL CAPITAL PROJECTS	TOTAL GOVERNMENTAL ACTIVITIES EXPENDITURES	(Sum of lines 40, 80, 103, 139, 154, 176, 182, 193)
Part II	Line No.		128	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	130	191	192	193	194	195 196

Section   Purples of Note		j EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2014 – Continued	4DED JUNE 30, 201	4 - Continued	CITY OF Grinnell	nell			□gaaр	×	NON-G/	X NON-GAAP = CASH BASIS	ASIS
(a)   (b)   (c)   (d)   (d)		Item description	General	Special revenue	T1F Special revenue		Capital projects	Permanent Fund	Total current governmental (Sum of cols.	Proprietary		SRAND TOTAL (Sum of	Line
1,366,162   E91   1,366,162			(a)	(p)	(c)	(p)	(e)	Φ	(a) inrougn (r)) (g)	(h)		col. (n)) (i)	NO.
1,1265,182   13, 11,1265,182	ction 1-	BUSINESS TYPE ACTIVITIES									L		197
10000000   10000000   100000000   100000000		Jurrent operation								1,368,182		1,368,182	198
150   150	Cons	Construction								000,010		0,000	200
630   0.0	wer and	Sewer and sewage disposal — Current operation									E80	0	201
F80	Purch	Purchase of land and equipment									089	0	202
1622 0.0	Cons	Construction									F80	0	203
192   193   194   195	ctric —	Electric — Current operation									E92	0	204
F22 00   F33 00   F33 00   F34 00   F	Purch	Purchase of land and equipment									G92	0	205
150   150	Cons	Construction									F92	Q	206
Control	s Utility	Gas Utility — Current operation							_		E93	0	207
F93   0	Purc	Purchase of land and equipment									693	0	208
E60   0	Con	Construction									F93	0	209
Color   Colo	rking –	Parking — Current operation									E60	0	210
F60   0	Purc	Purchase of land and equipment							-		099	0	211
E01   0	Cons	Construction									F60	0	212
Column   C	port -	Airport — Current operation									E01	0	213
FOI     950,504     FR1     950,504       FOI     FR1     90,504       FOI     FR1     90       FOI     FR1     90       FOI     FR2     90	Purc	Purchase of land and equipment									601	0	214
950,504 E81   950,504   950,604	Cons	Construction									_	0	215
CS   CS   CS   CS   CS   CS   CS   CS	ndfill/G <sub>E</sub>	Landfill/Garbage — Current operation								950,504	_	950,504	216
F81     0       E36     0       G36     0       F36     0       E36     0       E36     0       E34     0       F94     0       F94     0       G34     0       E03     0       E50     0       E50     0       F50     0       F80     0       F80     0	Purc	Purchase of land and equipment									G81	0	217
E36   0	Cons	Construction									F81	0	218
G36   C36   C36	spital -	Hospital — Current operation									E36	0	219
F36     0       E94     0       634     0       F94     0       634     0       F94     0       F94     0       F94     0       G34     0       G34     0       G30     0       E50     0       F50     0       G50     0       F80     0       F80     0	Purc	Purchase of land and equipment									929	0	220
E94   0     694   0     694   0     694   0     694   0     694   0     694   0     694   0     694   0     694   0     694   0     694   0     694   0     694   0     694   0     695	Cons	Construction									F36	0	221
C94   0     F94   1   F94   1   F95	ınsit —	Transit — Current operation							1		E94	0	222
F94   0	Purch	Purchase of land and equipment									G94	0	223
E03   0	Cons	Construction							_		F94	0	224
G03   0     E50   0     G50   0     G50   0     G50   0     G50   0     G50   0     G50   0     G80   0     F80   0	ble TV,	telephone, Internet — Current operation							1		E03	0	225
E50 0 0   G50 0   G50 0 0   G50 0 0   G50 0 0   G50 0	Purc	Purchase of land and equipment									G03	0	226
G50   0     F50   0       F50   0         F50   0	using a	Housing authority — Current operation									E20	0	227
nent F50 0	Purc	Purchase of land and equipment							-		920	0	228
195,413 E80 195,413	Cons	Construction							_		F50	0	229
G80   0	ırm wat	Storm water — Current operation								195,413	┺	195.413	230
F80 0	Purch	Purchase of land and equipment							L		_	0	231
233 234 235 235 236	Cons	Construction							I		F80	0	232
234									J				233
235													234
236													235
													236

	Item description  Section I — BUSINESS TYPE ACTIVITIES — Cont. Other business type — Current operation Purchase of land and equipment Construction Enterprise Debt Service Enterprise Capital Projects Enterprise Capital Projects Enterprise TIF Capital Projects Internal service funds — Specify	General		II I				Total		- 2	101	
	<u>                                    </u>	-	Special revenue	I IF special	Debt service	Capital projects	Permanent	governmental (Sum of cols.	Proprietary	Code (S	(Sum of cols.	Line
		(a)	(q)	(c)	(Đ	(e)	e	(a) through (t)) (g)	3		(g) and (n))	Š.
	lype — Current operation of land and equipment on Debt Service Capital Projects TIF Capital Projects Arvice funds — Specify											237
	of land and equipment on Debt Service Capital Projects TIF Capital Projects rivice funds — Specify									E89	0	238
	Debt Service Capital Projects TIF Capital Projects rivice funds — Specify									689	0	239
	Debt Service Capital Projects TIF Capital Projects rivice funds — Specify									F89	0	240
	Debt Service Capital Projects TIF Capital Projects rivice funds — Specify							•				241
	Capital Projects TIF Capital Projects rvice funds — Specify								625,650	_	625,650	242
	TIF Capital Projects rvice funds — Specify										0	243
$\coprod$	rvice funds — Specify										0	244
246												245
170											0	246
247											0	247
248											0	248
249								•			0	249
											0	250
251 TOTAL BUS	TOTAL BUSINESS TYPE ACTIVITIES								4,018,429		4,018,429	251
Н												252
253 TOTAL EXP	TOTAL EXPENDITURES (Sum of lines 194 and 251)	4,205,371	3,184,924	256,507	8,150,058	3,825,114	0	19,621,974	4,018,429	_	23,640,403	253
Section J — O	Section J — OTHER FINANCING USES INCLUDING TRANSFERS											
9										빌		254
_	Regular transfers out	32,800	1,695,696		323,755	134,182		2,186,433	952,179		3,138,612	255
4	Internal TIF loans/repayments and transfers out			1,496,674				1,496,674			1,496,674	256
_								0			0	257
258 TOTAL OTH	TOTAL OTHER FINANCING USES	32,800	1,695,696	1,496,674	323,755	134,182	0	3,683,107	952,179		4,635,286	258
Ĺ	TOTAL EXPENDITURES AND OTHER FINANCING USES											
4	(Sum of lines 253 and 258)	4,238,171	4,880,620	1,753,181	8,473,813	3,959,296	0	23,305,081	4,970,608		28,275,689	259
$\neg$												260
$\neg$	Ending fund balance June 30, 2015:											261
262 Governmental:												262
	Table										0	263
264 Restricted				0			508,675				508,675	264
265 Committed	p		4,412,978	257,224	147,712	2,137,852		6,955,766			6,955,766	265
266 Assigned			0	0	0	0		0			0	266
267 Unassigned	pe	1,202,132	0		0			1,202,132			1,202,132	267
	Total Governmental	1,202,132	4,412,978	257,224	147,712	2,137,852	508,675	8,666,573			8,666,573	268
Proprie		500				000000	2002		2,799,422		2,799,422	269
$\perp$	Total ending fund balance June 30, 2015	1,202,132	4,412,978	257,224	147,712	2,137,852	508,675	8,666,573	2,799,422		11,465,995	270
$\dashv$	TOTAL REQUIREMENTS (Sum of lines 259 and 270)	5,440,303	9,293,598	2,010,405	8,621,525	6,097,148	508,675	31,971,654	7,770,030		39,741,684	271
272												272

Part III	INTERGOVERNM					ITY OF Grinnell								
	Please report below include these expense.	v exper	nditures made to s in part II. <i>Ente</i>	o the State or to ot er amount, omit ce	her lo nts	cal governments o	n a i	reimbursement or	cost	sharing basis.				
	moiddo medd oxpe		o in part ii. Ente											
	Purpose		it paid to other	ì								Purpose		Amount paid
	Correction	local of MØ5	governments									Highways	144 €	to State
	Health	M32	<i>9</i>									All other		
	Highways			]										
	Transit subsidies	M94 M52												
	Police protection	M62		1										
	Sewerage	M8Ø	· .	]										
	Sanitation	M81												
Part IV	SALARIES AND V			ļ.					-					
	Report here the tot													
1	retirement, etc. Inc as well as salaries							ind operated by yo	ur go	vernment,				
	as well as salattes	anu wa	ges of municipa	remployees charg	eu to	construction proje	us.							
									[		F	Amount - Omit cent	s	
										ZØØ				
<u> </u>	Total salaries a	nd wag	es paid							\$		8,99	91,813	
Part V	DEBT OUTSTAND	ING, IS	SSUED, AND RE	TIRED										
A. Long-term debi	t Debt		Debt during the f	iscal year				Debt Outstar	nding	JUNE 30, 2015			1	
	outstanding			I			Π				Г		,	Interest paid
	JULY 1,		Issued	Retired		General		TIF		Revenue		Other		this year
Purpose	2014		/h)	(-)		obligation (d)		revenue		40		(-)	ŀ	/L\
	(a) 19U	29U	(b)	(c)	49		49U	(e)	49U	(f)	49U	(g)	191	(h)
1. Water utility	\$ 110,000			\$ 110,0	000 \$		\$		\$	0	\$		\$	
2. Sewer utility	19U 220,000	29U		39U 220,0	49	ou .	49U		49U		49U		189	
z. Sewer duity	19U	29U		39U	49	9U	49U		49U				192	
3. Electric utility					$\perp$									
4. Gas utility	19U	29U		39U	49	eu .	49U		49U				193	
4. Gas dulity	19U	29U		39U	49	DU DU	49U		49U				194	
5. Transit-bus	107				$\perp$						_			
6. Industrial Revenue	19T	24T		34T			44T		44T				189	
7. Mortgage	19T	24T		34T	$\top$		44T		44T				189	
revenue	4011	0011												
8. TiF revenue	19U	29U		39U	49	eu .	49U		49U		49U		189	
Other-Specify	19U	29U		39U	49	)U	49U		49U		49U		189	
9. GO Bd 10A/13B GO Bond		0014		485,0		3,720,000								127,347
10. Phase II & IIA	19U 2,665,000	29U		39U 240,0	100 49	3U 2,425,000	49U		49U		49U		189	35,280
GO BOND 06 &		29U		39U	49		49U		49U		49U		189	00,200
11. 13 A GO Bond 09	307,547	29U		13,3 39U		294,207			49U		49U		100	7,337
12. LOST III	1,485,000	1		120,0	000 49	1,365,000	49U		490		490		189	81,233
GO Bond Lost	19U	29U		39U	49	U	49U		49U		49U		189	
Go Bond LOST	6,500,000	29U		39U	0 49	6,500,000	49U		49U		49U		189	252,125
14.09	1,845,000	250		515,0	- 1	1,330,000			490		490		109	63,730
Total long-term														
debt B. Short-term deb	17,337,547		0	1,703,3	340]	15,634,207		0	Δ.	0 nount - Omit cer		0		567,052
D. Onort-term deb						61V	Ι			mount - Onnit cer	ца			
	Outstanding as of J	ULY 1,	2014			\$\$	_							
	Outstanding as of	JUNE	30. 2015			64V \$								
Part VI	DEBT LIMITATION	FOR (	GENERAL OBL		i		_		,	Amount - Omit cent	S			
Click to visit DOM	Valuation Data WEBSITE. C		All Property By Class Iluation Janua			s		498,17	72 60	00		05 - ¢		24,908,684
Part VII	CASH AND INVE				15	1 3	1	430,17	3,00	<del>,</del>	L	x .05 = \$		24,900,004
						Amount - Omit cer								
Type o	f asset		Bond and terest funds	Bond construct funds	tion	Pension/retirem	ent	all other funds		Total				
1		177	(a)	(b)		funds (c)		funds (d)		(e)				
Cash and invest	ments - Include													
cash on hand, C														
checking and say	rings deposits, s, Federal agency													
securities, State														
government securities.	rities, and all													
real property.	Exclude value of	WØ1		W31				W61						
		\$		\$				11,465	,995	11,46	5.995			
REMARKS										V98				
1														

### GRINNELL POLICE DEPARTMENT

### CITY OF GRINNELL, IOWA

### INTER-OFFICE MEMORANDUM

**FROM:** Dennis Reilly **DATE:** August 12, 2015

Chief of Police

**TO:** Honorable Gordon Canfield

Honorable Council Persons

Mr. Russell Behrens, City Manager

Ms. Kay Cmelik, City Clerk

**SUBJECT:** Monthly Report for **July** 

### **Areas of Interest/Accomplishments:**

• Work continues with the transition to Zuercher Technology CAD/RMS

• PD assisted with July 4<sup>th</sup> festivities

• I attended the following: Public Safety Committee and City Council meetings; Vets Commission meeting; Department Head meeting; department Command meeting; meeting with Jasper County ARL; webinar on body warn camera technology; meeting with Jasper County ARL; provided presentation on Line of Duty Deaths to Iowa Public Safety Administrative Assistants conference; meeting with Grinnell College Title IX office; meeting with Poweshiek County Mental Health;

Listed below is a summary of activities for the police department during the reporting period. I have also attached a copy of our incident reports for your reference.

	July 15	June 15	July 14
<b>Incident Reports</b>	114	102	98
Arrests	25	19	39
Citations	37	32	34
Warnings	176	81	80
PD Collisions	14	27	13
PI Collisions	0	0	2
Parking Tickets	70	34	35
Calls for Service	849	576	472

Respectfully Submitted,

Dennis Reilly Chief of Police 08/13/2015 8:32 AM PROJECT VALUATION AND FEE REPORT PAGE: 1

PROJECTS: All

APPLIED DATES: 0/00/0000 THRU 99/99/9999
ISSUED DATES: 7/01/2015 THRU 7/31/2015
EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS: ALL

PROJECT	ISSUE DATE NAME	LOCATION	CONTRACTOR DESCRIPTION SEG. CONT. VALUATION	PROJ TYPE
SEGMENT	SEGMENT DT DESCRIPTION	BUILDING CODE		FEE
20150468	7/01/2015 NESS, RYAN	829 BROAD ST B 1/2	OWNER RESIDENTIAL REPAIR OWNER 2,200.00	02-RESREP
02-RESREP	7/01/2015 RESIDENTIAL REPAIR	RESREP - RESIDENTIAL REPAIR		114.37
20150469	7/02/2015 ELLIS, JOSHUA	511 BROAD ST	OWNER MECHANICAL OWNER 4,000.00	MECH
MECH	7/02/2015 MECHANICAL	MECH - MECHANICAL		126.81
20150470	7/02/2015 CARROLL, DANNY	1132 BROAD ST	VANDSTOUCA ROOF	ROOF
ROOF	7/02/2015 ROOF	ROOF - ROOF	VANDSTOUCA 5,000.00	144.27
20160002	7/07/2015 FURNESS, MICHAEL	914 HIGH ST	BROOINC MECHANICAL BROOINC 3,750.00	MECH
MECH	7/07/2015 MECHANICAL	MECH - MECHANICAL		122.40
20160003	7/08/2015 BURKETT, DOYLE	939 ST FRANCIS DR	GENEROOF&C ROOF GENEROOF&C 8,600.00	ROOF
ROOF	7/08/2015 ROOF	ROOF - ROOF		207.27
20160004	7/08/2015 DAYTON, JOHN 7/08/2015 FLATWORK	1621 7TH AVE	ABSOLUTECO FLATWORK	FLATWORK
20160006	7/09/2015 LEWIS, TERRY	1202 ELM ST	OWNER FENCE OWNER 500.00	FENCE
FENCE	7/09/2015 FENCE	FENCE - FENCE		32.51
20160007	7/10/2015 ADAMS, KIMBERLY	611 PEARL ST	TOMBLAKECO RESIDENTIAL REPAIR TOMBLAKECO 12,550.00	02-RESREP
02-RESREP	7/10/2015 RESIDENTIAL REPAIR	RESREP - RESIDENTIAL REPAIR		276.40
20160008	7/13/2015 CHARNETSKI, SAM	1816 PRINCE ST	OWNER DECK/PORCH GRINNELL R 15,000.00	DECK
DECK	7/13/2015 DECK/PORCH	DECK - DECK/PORCH		319.31
20160009 MECH	7/13/2015 FIRST BAPTIST CHURCH 7/13/2015 MECHANICAL	925 EAST ST MECH - MECHANICAL	JENSHEAT&A MECHANICAL JENSHEAT&A 11,000.00	MECH 299.13
20160010	7/14/2015 SHEPARD, JAMES	309 BROAD ST	OWNER RESIDENTIAL REMODEL OWNER 10,000.00	04-RESREM
04-RESREM	7/14/2015 RESIDENTIAL REMODEL	RESREM - RESIDENTIAL REMODE		231.77
	7/15/2015 DIMIT, JAMES E. 7/15/2015 MECHANICAL			
20160013	7/16/2015 TLB HOLDINGS LLC	810 COMMERCIAL ST 1/2	HWDBUILDER RESIDENTIAL REMODEL HWDBUILDER 40,000.00	04-RESREM
04-RESREM	7/16/2015 RESIDENTIAL REMODEL	RESREM - RESIDENTIAL REMODE		682.91
20160014	7/16/2015 TLB HOLDINGS LLC	810 COMMERCIAL ST 1/2	J&MROOF& ROOF	ROOF
ROOF	7/16/2015 ROOF	ROOF - ROOF	J&MROOF& 1.00	39.01
20160015	7/20/2015 MARLATT, BRAD	1528 DAVIS AVE	OWNER ROOF OWNER 8,000.00	ROOF
ROOF	7/20/2015 ROOF	ROOF - ROOF		196.81
20160016	7/22/2015 BACHMAN, RICHARD	1813 10TH AVE PL	ANCHOREDWA RESIDENTIAL REMODEL ANCHOREDWA 2,950.00	04-RESREM
04-RESREM	7/22/2015 RESIDENTIAL REMODEL	RESREM - RESIDENTIAL REMODE		108.40

08/13/2015 8:32 AM PROJECT VALUATION AND FEE REPORT PAGE: 2

PROJECTS: All

APPLIED DATES: 0/00/0000 THRU 99/99/9999
ISSUED DATES: 7/01/2015 THRU 7/31/2015
EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS: ALL

PROJECT	ISSUE DATE NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
SEGMENT	SEGMENT DT DESCRIPTION	BUILDING CODE	SEG. CONT.	VALUATION	FEE
20160017	7/22/2015 REED STREET APARTMENTS	1118 REED ST	GENEROOF&C	SIDING	SIDING
SIDING	7/22/2015 SIDING	SIDING - SIDING	GENEROOF&C	6,250.00	166.19
20160018	7/22/2015 REED STREET APARTMENTS 7/22/2015 SIDING	1120 REED ST	GENEROOF&C	SIDING	SIDING
SIDING		SIDING - SIDING	GENEROOF&C	6,250.00	166.19
20160019	7/23/2015 CHEDESTER, EDNA	1405 WEST ST	OWNER	RESIDENTIAL REMODEL 1,200.00	04-RESREM
04-RESREM	7/23/2015 RESIDENTIAL REMODEL	RESREM - RESIDENTIAL REMODE	OWNER		60.16
20160020	7/27/2015 HENNING, STEPHANIE	1934 SPENCER ST	TERPSTRAPH	MECHANICAL	MECH
MECH	7/27/2015 MECHANICAL	MECH - MECHANICAL	TERPSTRAPH	6,695.32	173.94
20160021	7/27/2015 JONES, KAREN	504 SPRING ST	OWNER	SIDING	SIDING
SIDING	7/27/2015 SIDING	SIDING - SIDING	OWNER	1,200.00	60.16
	7/28/2015 TOPLIFF, NICOLE 7/28/2015 PLUMBING				
20160024	7/28/2015 POLLOCK, TODD	915 ELM ST	JPDRAINCLE	PLUMBING	PLUM
PLUM	7/28/2015 PLUMBING	PLUM - PLUMBING	JPDRAINCLE	504.86	0.00
20160025	7/28/2015 BUNN, CARRELL	1823 SUNSET ST	OWNER	FENCE 341.44	FENCE
FENCE	7/28/2015 FENCE	FENCE - FENCE	OWNER		32.51
20160026	7/28/2015 SHEARER, DON	423 6TH AVE	BURNCONS	RESIDENTIAL REPAIR 2,400.00	02-RESREP
02-RESREP	7/28/2015 RESIDENTIAL REPAIR	RESREP - RESIDENTIAL REPAIR	BURNCONS		98.81
20160027	7/29/2015 KORELL PROPERTIES LLC	1115 REED ST	OWNER	ROOF 1,704.00	ROOF
ROOF	7/29/2015 ROOF	ROOF - ROOF	OWNER		80.07
20160028	7/29/2015 DUDAK, EDWARD	206 MAIN ST	WILLETTROO	RESIDENTIAL ACCESSORY BUILD	05-RESACC
05-RESACC	7/29/2015 RESIDENTIAL ACCESSORY BLD	RESACC - RESIDENTIAL ACCESS	WILLETTROO		349.02
20160029	7/31/2015 CLOWER, SUSAN	1305 SUMMER ST	FREDDILLON	FENCE 1.00	FENCE
FENCE	7/31/2015 FENCE	FENCE - FENCE	FREDDILLON		32.51
*** TOTALS	*** NUMBER OF PROJECTS: 28		VALUATION:	172,880.48 FEES:	4,283.68

08/13/2015 8:32 AM PROJECT VALUATION AND FEE REPORT PAGE: 3

PROJECTS: All

APPLIED DATES: 0/00/0000 THRU 99/99/9999
ISSUED DATES: 7/01/2015 THRU 7/31/2015
EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS: ALL

#### \*\*\* SEGMENT RECAP \*\*\*

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENT	S VALUATION	FEE
02-RESREP - RESIDENTIAL REPAIR		3 17,150.00	489.58
04-RESREM - RESIDENTIAL REMODEL 05-RESACC - RESIDENTIAL ACCESSORY	:	4 54,150.00 1 16,700.00	1,083.24 349.02
DECK - DECK/PORCH Y FENCE - FENCE	:	1 15,000.00 3 842.44	319.31 97.53
FLATWORK - FLATWORK		1,000.00	52.26
MECH - MECHANICAL PLUM - PLUMBING		28,830.32 2 2,202.72	832.77 0.00
ROOF - ROOF	!	23,305.00	667.43
SIDING - SIDING	;	3 13,700.00	392.54
*** TOTALS ***	2	172,880.48	4,283.68

08/13/2015 8:32 AM PROJECT VALUATION AND FEE REPORT PAGE: 4

PROJECTS: All

APPLIED DATES: 0/00/0000 THRU 99/99/9999
ISSUED DATES: 7/01/2015 THRU 7/31/2015
EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS: ALL

#### \*\*\* BUILDING CODE RECAP \*\*\*

BUILDING CODE - DESCRIPTION	# OF PROJECTS # OF	SEGMENTS	VALUATION	FEES
DECK - DECK/PORCH		1	15,000.00	319.31
FENCE - FENCE	3	3	842.44	97.53
FLATWORK - FLATWORK	1	1	1,000.00	52.26
MECH - MECHANICAL	5	5	28,830.32	832.77
PLUM - PLUMBING	2	2	2,202.72	0.00
RESACC - RESIDENTIAL ACCESSORY BUILDING	1	1	16,700.00	349.02
RESREM - RESIDENTIAL REMODEL	4	4	54,150.00	1,083.24
RESREP - RESIDENTIAL REPAIR	3	3	17,150.00	489.58
ROOF - ROOF	5	5	23,305.00	667.43
SIDING - SIDING	3	3	13,700.00	392.54
*** TOTALS ***	28	28	172,880.48	4,283.68

SELECTION CRITERIA

\_\_\_\_\_\_

REPORT SELECTION

PROJECT RANGE FROM: THROUGH ZZZZZZZZZZ

PROJECT STATUS: All
CONTRACTOR: All
PROJECT TYPE: All
SEGMENT: All

VALUATION RANGE FROM: 0.00 THROUGH 999,999.99

\_\_\_\_\_\_

PROJECT DATES

APPLIED RANGE FROM: 00/00/0000 THROUGH 99/99/9999 ISSUED RANGE FROM: 07/01/2015 THROUGH 07/31/2015

USE SEGMENT DATES: NO

EXPIRE RANGE FROM: 00/00/0000 THROUGH 99/99/9999

USE SEGMENT DATES: NO

\_\_\_\_\_\_

PRINT OPTIONS

TOTALS ONLY: NO INCLUDE SEGMENTS: YES COMMENT CODES: None

\_\_\_\_\_\_

\*\*\* END OF REPORT \*\*\*



# Grinnell FINANCE COMMITTEE Meeting MONDAY, AUGUST 17, 2015 AT 7:00 A.M. IN THE 1ST FLOOR CONFERENCE ROOM OF THE GRINNELL COMMUNITY CENTER

# **TENTATIVE AGENDA**

ROLL CALL: Wray (Chair), White, Hansen.

# PERFECTING AND APPROVAL OF AGENDA:

# **COMMITTEE BUSINESS:**

- 1. Consider resolution setting the salary for the City Clerk/Finance Director for FY 2016 and FY 2017 (See Resolution No. 2015-85).
- 2. Consider resolution approving a professional services agreement with Shive-Hattery, Inc. for Iowa Economic Development Authority Site Certification Program (See Resolution No. 2015-86).
- 3. Discuss AT&T lease renewal for additional equipment space.
- 4. Review bids received on the city owned residential lots.

**INQUIRIES:** 

**ADJOURNMENT** 

# **RESOLUTION NO. 2015-85**

# RESOLUTION AMENDING AND SETTING THE SALARY FOR THE CITY CLERK/FINANCE DIRECTOR FOR FY 2016 AND FY 2017

BE IT RESOLVED by the City Council of the City of Grinnell that the base salary for FY 2016 and FY 2017 (excluding longevity) be adopted as follows.

Employee	Title/Position	FT/PT	FY	Salary	Exempt/
					Non-Exempt
Cmelik, P. Kay	City Clerk/Finance Director	FT	FY16	86,000.00/yr	Exempt
Cmelik, P. Kay	City Clerk/Finance Director	FT	FY17	90,000.00 /yr	Exempt

The salar	y amendment is retroactive to Ju	ily 1, 2015.
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PASSED AND APPROVED this 17th day of August, 2015.

Attest:	Gordon R. Canfield, Mayor	
P. Kay Cmelik, City Clerk/Finance Director		

#### RESOLUTION NO. 2015-86

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SHIVE-HATTERY, INC. FOR IOWA ECONOMIC DEVELOPMENT AUTHORITY SITE CERTIFICATION PROGRAM.

WHEREAS, the City has decided to secure professional services to assist in preparing required documentation, site design, cost estimates and schedules for submittal to the Iowa Economic Development Authority Certification Program; and

WHEREAS, the consultant is willing to perform such engineering work on the approximately 200 acres located just north of Interstate 80 on both the east and west sides of Highway 146; and

WHEREAS, the agreement establishes the terms and conditions, scope of services, conditions and; and

NOW, THEREFORE, BE IT RESOLVED BY the City Council of Grinnell, Iowa, the Mayor and City Clerk are hereby directed to sign said agreement on behalf of the City of Grinnell with Shive-Hattery, Inc. of West Des Moines, Iowa for the Iowa Economic Development Authority Site Certification Program.

PASSED AND APPROVED the 17th day of August, 2015.

	Gordon R. Canfield, Mayor	
Attest:		
P. Kay Cmelik, City Clerk	/Finance Director	



#### PROFESSIONAL SERVICES AGREEMENT

ATTN: Russ Behrens CLIENT: City of Grinnell, IA

927 Fourth Avenue Grinnell, IA 50112

PROJECT: IEDA Certification Program
PROJECT LOCATION: Grinnell, IA

DATE OF AGREEMENT: June 22, 2015

# **PROJECT DESCRIPTION**

Assist the City of Grinnell in preparing required documentation, site design, cost estimates and schedules for submittal to lowa Economic Development Authority Certification Program. The certification area is approximately 200 acres located just north of Interstate 80 on both the east and west sides of Highway 146. This proposal is for selected portions further detailed under the Scope of Services for step 3 from the Guidebook for Participation.

# **SCOPE OF SERVICES**

We will provide the following services for the project:

Site Planning and Study

These services will consist of the following tasks:

- 1. Boundary Surveys
  - A. Prepare boundary retracement surveys for the 35.9 acre parcel, the 36.91 acre parcel, and all of the platted lots and parcels east of Highway 146.
    - 1) Show lot lines for the above property, with bearings and distances.
    - 2) Show any encroachments, if any.
    - 3) Show easements of record provided by the Client.
    - 4) Record retracement survey with Poweshiek County Recorder's office.
    - 5) Prepare and record corner certificates, as required by Code.
- 2. Phase 1 Environmental Site Assessment (ESA)
  - A. Conduct a background review of the site's history, contacts with the city, county, state and federal environmental offices, evaluation of available aerial photography, and interviews with former and current site owners/operators.
  - B. Perform a visual evaluation of the site and adjacent properties for evidence of releases or threats of releases of hazardous substances, fuels, and other environmental concerns.
  - C. Review of the regional geology and hydrogeology of the site vicinity, including records of groundwater contamination. Also, review readily available reports of compliance violations and/or contaminant discharges in the site vicinity, and the proximity of the site



- to known environmental conditions or problems.
- D. Provide a report in general conformance with the scope of limitations of American Society of Testing and Materials (ASTM) Standard 1527-13 summarizing the activities performed, findings of the evaluation, and recommending additional Phase II activity, if appropriate.
- 3. Wetlands and Threatened & Endangered Species (Earthview Environmental Inc.)

#### A. Wetlands

- Complete a wetland investigation to determine project impact to hydric soils, hydrophytic vegetation, areas with wetland hydrology, wetlands, and other water of the US and/or the State.
  - Perform a field wetland investigation to locate any wetland boundaries in the field, survey wetland boundaries with Trimble GeoXH GPS unit, and add survey information to Base Map.
- 2) Wetland Delineation Report with:
  - Narrative of work done and wetland areas and other waters found.
  - General and detailed maps showing the boundaries of the wetland and other waters.
  - Delineation data point information.
  - d) GIS shape file and / or georeferenced AutoCAD file of wetland areas and other waters.
- 3) Agency Coordination Submit final wetland delineation report to USACE and facilitate issuance of an approved Jurisdictional Determination.
- B. Threatened & Endangered Species
  - T&E Study to include:
    - Coordination with Iowa DNR and the USFWS to determine list of potential T&E within the local area.
    - Complete a preliminary habitat study to determine if protect habitat for T&E is present.
    - GIS shape file and / or georeferenced AutoCAD file of any potential T&E locations or habitat areas.
  - T&E Report detailing the findings of the T&E study included as a section of the Wetland Delineation Report shall include the following:
    - a) Narrative of work done and concerns found.
    - b) Survey point information (if applicable)
  - Agency Coordination Submit final T&E Study to USFWS and facilitate issuance of concurrence of findings. Submit to the Iowa DNR and facilitate issuance of Environmental Review.
- 4. Archeological / Historical (Office of the State Archeologist)
  - A. Complete a Phase I archaeological survey of the project area that meets the standards set forth in the Guidelines for Archaeological Investigations in Iowa (1999) as well as an architectural reconnaissance survey of all structures with 0.25 miles of the project area.
    - Implement soil probes to verify mapped soils and depth of archaeological potential,



- and pedestrian surface survey in the agricultural fields.
- Soil coring of different landforms to determine buried surfaces and to identify areas of prior disturbance.
- Surface and subsurface archaeological survey coverage sufficient to meet Association of Iowa Archaeologist Guidelines.
- Undocumented archaeological sites located by the survey will be mapped and may require additional subsurface auger test to determine site boundaries.
- 5) Historical architectural reconnaissance survey will be concurrent with field survey and will document all structures within 0.25 miles of the project area, and complete lowa Site Inventory Forms for all structures thought to be significant.
- 5. Soil Investigation (Allendar Butzke Engineers Inc.)
  - A. Mobilization of truck mounted drilling equipment to perform three (3) borings 25 feet deep and one (1) boring 100 feet deep for seismic classification (total of 175 feet).
  - B. Complete required laboratory testing, engineering analysis, and compile the findings in a written report.

#### Topography

- A. Prepare a topographic survey of the property indicating the two-foot contours of the property utilizing previously completed surveys and Aerial LIDAR data.
- B. Prepare an exhibit showing grading of a 250,000 square feet building pad located within the park including cost and schedule estimate of clearing, grubbing and grading.

#### 7. Transportation

- A. Assist in preparation of a Letter of Intent regarding access upgrades within the property is developed including specific details about all road improvements necessary to all access to the property.
- B. Prepare a plan including itemized cost and schedule estimates for make all necessary upgrades to the property access.
- Assist in development of written plan to finance all necessary upgrades to the property access.

#### 8. Utilities

#### A. Water

- Prepare a detailed plan for extending water infrastructure to the property. Plan shall include an exhibit showing the proposed extension, an itemized cost estimate, and schedule.
- Assist in preparation of a Letter of Intent regarding proof of rights-of-way for the extension.
- Assist in development of written plan to finance the water extension upon request for service.

#### B. Sanitary

- Prepare a detailed plan for extending wastewater infrastructure to the property. Plan shall include an exhibit showing the proposed extension, an itemized cost estimate, and schedule.
- 2) Assist in preparation of a Letter of Intent regarding proof of rights-of-way for the



extension.

 Assist in development of written plan to finance the wastewater extension upon request for service.

#### Development Plan

- A. Prepare a master development plan (map) that shows:
  - Proposed lot locations and sizes (including the total and developable acreage for each lot)
  - 2) Potential building pad
  - 3) Road access points and proposed roads within the park
  - 4) Location of utilities (existing and proposed)
  - 5) Easements
  - 6) Location of development limitations (wetlands, floodplains, and permanent easements).

### **CLIENT RESPONSIBILITIES**

It will be your responsibility to provide the following:

- Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
- 2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
- 3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
- 4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.

# SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

# **COMPENSATION**

Description	Fee	Fee Type	Reimbursable Expenses
Boundary Surveys	\$8,000.00	Hourly To A Max	Included in fee
Phase 1 ESA	\$3,950.00	Hourly To A Max	Included in fee



Wetlands / Threatened & Endangered Species	\$13,300.00	Fixed Fee	Included in fee
Archeological / Historical	\$6,400.00	Fixed Fee	Included in fee
Soil Investigation	\$8,600.00	Fixed Fee	Included in fee
Topography	\$2,000.00	Hourly To A Max	Included in fee
Transportation	\$3,000.00	Hourly To A Max	Included in fee
Utilities	\$4,400.00	Hourly To A Max	Included in fee
Development Plan	\$2,500.00	Hourly To A Max	Included in fee

TOTAL \$52,150.00 Included in fee

#### Fee Types:

- Hourly w/Max We will provide the Scope of Services on an hourly rate basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed the amount(s) without your prior authorization.
- Fixed Fee We will provide the Scope of Services for the fee amount(s) listed above.

#### Reimbursable Expenses:

Included in fee – Expenses have been included in the fee amount.

See attached Standard Hourly and Expense Fee Schedule.

The terms of this proposal are valid for 30 day(s) from the date of this proposal.

#### **ADDITIONAL SERVICES**

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal at this time.

- 1. Performing/contracting a title search and/or full title opinion for the properties within the certification area.
- 2. Phase II Environmental Assessment and remediation of environmental concerns if required.
- Plan for mitigation of wetlands including costs and schedule.
- 4. Plan for mitigation of threatened and endangered species including costs and schedule.
- 5. Plan for mitigation of archeological and historical findings including costs and schedule.
- Coordination and planning for utility extensions to the park including electric, natural gas, and telecommunications.
- 7. Detailed plan for expanding the existing water treatment system including costs and schedule.
- Detailed plan for expanding the existing wastewater treatment system including costs and schedule.

#### **OTHER TERMS**

STANDARD TERMS AND CONDITIONS

Copyright @ Shive-Hattery July 2013



#### **PARTIES**

"S-H" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., or Design Organization, a Division of Shive-Hattery, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

# LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

#### INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents,, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

#### **HAZARDOUS MATERIALS - INDEMNIFICATION**

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

#### STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

#### **RIGHT OF ENTRY**

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

#### **PAYMENT**

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.



#### **TERMINATION**

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

#### INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

#### **UNDERGROUND UTILITIES**

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

#### **CONTRACTOR MATTERS**

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or others entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

#### SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

#### **OPINIONS OF PROBABLE COST**

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

#### CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has



not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

#### **OTHER SERVICES**

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

#### **OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE**

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

#### **DISPUTE RESOLUTION**

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

#### **EXCUSABLE EVENTS**

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

#### **ASSIGNMENT**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

#### SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

#### **GOVERNING LAW**

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

# **EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Icwa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national



origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

# **COMPLETE AGREEMENT**

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.



# **AGREEMENT**

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

To return a hardcopy of this proposal to us, please return a signed copy to us in the enclosed envelope.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

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SERVICES AUTHORIZED TO PROCEED
SERVICES AUTHORIZED TO PROCEED
SERVICES AUTHORIZED TO PROCEED  TITLE:

Laura Manatt, Poweshiek Iowa Development

CC:

# STANDARD HOURLY and REIMBURSABLE EXPENSE FEES SCHEDULES

Effective January 1, 2015 to December 31, 2015

**TECHNICAL STAFF:** Grade 1

Grade 2

Grade 3

Grade 4

Grade 5

Grade 6

Grade 7

\$ 56.00

\$ 68.00

\$ 75.00

\$ 85.00

\$ 94.00

\$ 107.00

\$119.00

# **STANDARD HOURLY FEES:**

PROFESSIONAL S	STAFF:	
Grade 1	\$ 81.00	
Grade 2	\$ 95.00	
Grade 3	\$ 107.00	
Grade 4	\$ 120.00	
Grade 5	\$ 131.00	
Grade 6	\$ 143.00	
Grade 7	\$ 157.00	
Grade 8	\$ 171.00	
Grade 9	\$ 190.00	
ADMIN STAFF:	\$ 56.00	
SURVEY STAFF:		
One Person	\$110.00	
Two Person	\$170.00	

**REIMBURSABLE EXPENSE FEES:** 

Scanning Surveyor \$130.00

TRAVEL		<b>IN-HOUSE SERVICES</b>	
Mileage- Car/Truck	\$0.57/ Mile	Drawings/Prints/Plots:	
Mileage- Survey Trucks	\$0.67/ Mile	Bond	\$ .30/ Sq.Ft.
Lodging, Meals	Cost + 10%	Mylar	\$ .75/ Sq.Ft.
Airfare	Cost + 10%	Photogloss	\$ .90/ Sq.Ft.
Car Rental	Cost + 10%	Color Bond	\$ .60/ Sq.Ft.
		Foam Core Mounting	\$13.00
OUTSIDE SERVICES		Color Prints:	
Computer Services	Cost + 10%	Letter Size	\$ 1.00
Aerial Photogrammetry	Cost + 10%	Legal and 11x17 Size	\$ 2.00
Professional Services	Cost + 10%		
Prints/Plots/Photos	Cost + 10%		
Deliveries	Cost + 10%		

# ADDITIONAL EQUIPMENT SPACE LEASE AGREEMENT

THIS ADDITIONAL EQUIPMENT SPACE LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by The City of Grinnell, Iowa, having a mailing address of 927 4th Avenue, Grinnell, Iowa 50112 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "Tenant").

#### **BACKGROUND**

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 609 4th Avenue, Grinnell, in the County of Poweshiek, State of Iowa (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business to provide space for certain of Tenant's equipment necessary or advisable for the operation of its antennas and associated communications fixtures and equipment installed or to be installed on an antenna structure owned by a third party ("Antenna Landlord"), which antenna structure is located on the Property or adjacent property. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

- 1. LEASE OF PREMISES. Landlord leases to Tenant a certain portion of the Property containing approximately 825 square feet (15' x 55') including the air space above such room/cabinet/ground space and grants such easements as are necessary for installation of all equipment required or advisable to connect Tenant's antennas located on the antenna structure owned by Antenna Landlord with the Communication Facility (as such term is defined in Paragraph 2 below) located in such portion of the Property, all as described on attached Exhibit 1, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached Exhibit 1 (collectively, the "Premises").
- PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals 2. and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antenna structure which is located on the Property or adjacent property, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment or relocate the

Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

# 3. TERM.

- (a) The initial lease term will be ten (10) years ("Initial Term"), commencing on the Effective Date. The Initial Term will terminate on the tenth (10<sup>th</sup>) annual anniversary of the Effective Date.
- (b) This Agreement will automatically renew for four (4) five (5) year term(s) (each five (5) year term shall be defined as the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term. If the Tenant elects not to renew this Agreement after the tenth anniversary, the Tenant shall pay the Landlord the following termination fee for each of the remaining five (5) years terms:

1 <sup>st</sup> Extended Term	\$6000
2 <sup>nd</sup> Extended Term	\$5000
3 <sup>rd</sup> Extended Term	\$2000
4th Extended Term	\$2000

- (c) If, at least sixty (60) days prior to the end of the fourth (4th) extended term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term, which amount shall increase annually by two percent (2%). If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.
- (d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("Term").

# 4. RENT.

- (a) Commencing on the earlier of (i) one hundred twenty (120) days after Effective Date or (ii) the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay the Landlord a monthly rental payment of Six Hundred and No/100 Dollars (\$600.00) ("Rent"), at the address set forth above, on or before the fifth (5<sup>th</sup>) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.
- (b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the yearly rent will increase by two percent (2%) over the Rent paid during the previous year.
- (c) All Rent or other charges payable under this Agreement shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

# 5. APPROVALS.

- (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use, Tenant's ability to secure a lease with Antenna Landlord for space on Antenna Landlord's antenna structure and such lease remaining in full force and effect during the Term hereof, and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.
- (b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines in its sole discretion, due to the title report results or survey results that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.
- (c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

# 6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

- (a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 Default and Right to Cure of this Agreement after the applicable cure periods;
- (b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;
- (c) by Tenant upon written notice to Landlord, if Tenant is unable to obtain a lease, license or similar agreement with Antenna Landlord for space on Antenna Landlord's antenna structure, if Tenant determines in its sole discretion that the cost of obtaining a lease, license or similar agreement with Antenna Landlord for space on Antenna Landlord's antenna structure is commercially unreasonable, or if the lease, license or similar agreement between Tenant and Antenna Landlord for space on Antenna Landlord's antenna structure expires or is terminated for any reason;
- (d) by Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant; or
- (e) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to the following applicable amount if the Lease is terminated during any of the following periods:

  "Initial Term" \$10,000

"Initial Term"	\$10,000
1 <sup>st</sup> Extended Term	\$6,000
2 <sup>nd</sup> Extended Term	\$5,000
3 <sup>rd</sup> Extended Term	\$2,000
4th Extended Term	\$2,000

provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b) Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 8 Interference, 11(d) Environmental, 18 Severability, 19 Condemnation or 20 Casualty of this Agreement.

# 7. <u>INSURANCE</u>.

- (a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.
  - (b) Tenant shall have the right to self-insure with respect to any of the above insurance requirements.

# 8. <u>INTERFERENCE</u>.

- (a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference.
- (b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.
- (c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

# 9. <u>INDEMNIFICATION</u>.

- (a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs but excluding real property or personal property taxes) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.
- (b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs but excluding real property or personal property taxes) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.
- (c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

# 10. WARRANTIES.

- (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.
- (b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises;

(iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

### 11. ENVIRONMENTAL.

- (a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.
- (b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.
- (c) The indemnifications of this Paragraph 11 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 Environmental will survive the expiration or termination of this Agreement.
- (d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.
- 12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.
- 13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant

on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities.

# 14. MAINTENANCE/UTILITIES.

- (a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.
- (b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is necessary and available, Landlord will read the meter on a monthly or quarterly basis and provide Tenant with the necessary usage data in a timely manner to enable Tenant to compute such utility charges. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

# 15. <u>DEFAULT AND RIGHT TO CURE</u>.

- (a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.
- (b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.
- 16. <u>ASSIGNMENT/SUBLEASE</u>. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.
- 17. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

c/o Cingular Wireless LLC

Attn: Network Real Estate Administration

Re: Cingular Wireless Cell Site #: DESMIAU875-A; Cell Site Name: Grinnell

6100 Atlantic Boulevard Norcross, Georgia 30071

With a copy to:

Cingular Wireless LLC Attn.: Legal Department

Re: Cingular Wireless Cell Site #: DESMIAU875-A; Cell Site Name: DESMIAU875-A

15 E Midland Ave. Paramus, NJ 07652

If to Landlord:

City of Grinnell Grinnell City Clerk 927 4th Avenue Grinnell, Iowa 50112 Phone: 641-236-2600

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

- SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and 18. conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.
- CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the 19. Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.
- CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight 20. (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to secure a replacement transmission location or the reconstruction of the Communication Facility is completed.
- WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or 21. otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property

under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

- TAXES. Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements 22. and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Leased Property. Landlord shall provide Tenant with copies of all assessment notices on or including the Leased Property immediately upon receipt, but in no event less than three (3) business days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Leased Property by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Leased Property. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.
- SALE OF PROPERTY. If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide 23. or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 23 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

#### 24. MISCELLANEOUS.

- Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.
- Memorandum/Short Form Lease. Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.
- Bind and Benefit. The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.
- Governing Law. This Agreement will be governed by the laws of the state in which the Premises are (e) located, without regard to conflicts of law.
- Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and

- conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.
- Estoppel. Either party will, at any time upon twenty (20) business days prior written notice from the (g) other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.
- W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.
- No Electronic Signature/No Option. The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below. WITNESSES: "LANDLORD" The City of Grinnell, Iowa, an Iowa municipality Print Name: Gove Date: 2006 2006 "TENANT" New Cingular Wireless PCS, LLC, a Delaware limited liability company Print Name: Print Name: Mark Holm Its: Real Estate & Construction Manager, MNP

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

Date:

2006

# TENANT ACKNOWLEDGMENT

STATE OF MINNESOTA )	
STATE OF Minnesota ) ss:	
On the 3vd day of August acknowledged under oath that he is the Real Estate & Construction Delaware limited liability company, the named in the attached instrument on behalf of the limited liability company.	, 2006, before me personally appeared Mark Holm, and auction Manager of New Cingular Wireless PCS, LLC, the ed instrument, and as such was authorized to execute this
SERENA WEBER Notary Public Minnesota My Commission Expires January 31, 2008	Notary Public: Serger Wellow  My Commission Expires: 1-3(-8)
LANDLORD ACKNOWLEDGMENT	
STATE OF <u>lowa</u> ) ) ss:  COUNTY OF <u>Poweshiek</u> )	
I CERTIFY that on <u>July 24</u> , 2 representative] personally came before me and acknowledged u	2006, Gordon R. Canfield [name of under oath that he or she:
(a) is the Mayor [title] of The attached instrument,	e City of Grinnell, Iowa, the corporation named in the
(b) was authorized to execute this instrument on be	half of the corporation and
(c) executed the instrument as the act of the corpor	
SHEILA DAWN DIEHM Commission Number 723335 My Commission Expires	Notary Public: Sheila Dawn Diehm My Commission Expires: July 10, 2009

# **EXHIBIT 1**

# **DESCRIPTION OF PREMISES**

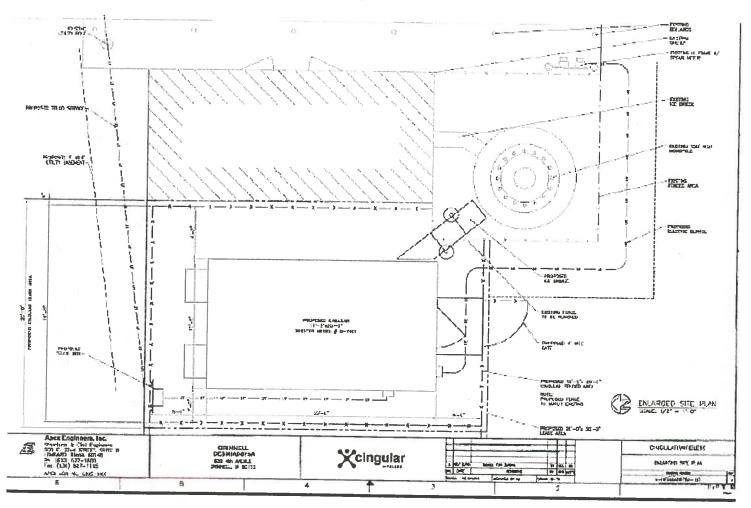
Page 1 of 2

to the Agreement dated as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limi	_, 2006, by and between The City of Grinnell, Iowa, ted liability company, as Tenant.
Property Address: 609 4th Avenue, Grinnell, Iowa 50112 Property ID#: 180-0718000 &180-0718100	
The Premises are described and/or depicted as a portion of the follow	wing Property:
Lots 8 and 9. Block 14, West Grinnell, Iowa, according to the Plat thereo	of appearing of record in Book A at page 516.

### **EXHIBIT 1**

# **DESCRIPTION OF PREMISES**

Page 2 of 2



#### Notes:

- 1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
- 2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
- 3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
- 4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.



# GRINNELL PLANNING COMMITTEE Meeting MONDAY, AUGUST 17, 2015 AT 4:45 P.M. IN THE COUNCIL CHAMBERS OF THE GRINNELL COMMUNITY CENTER

# TENTATIVE AGENDA

ROLL CALL: Bly (Chair), Burnell, Hansen

# PERFECTING AND APPROVAL OF AGENDA:

# **COMMITTEE BUSINESS:**

1. Discuss requests for façade funding.

2. Update on CDBG Downtown Revitalization Project.

# **ADJOURNMENT:**

# **PCHP Exterior Upgrade**

#### Phase and Cost breakdown

5-29-2015

# **Contractor Bid and Managed Project**

\$308,706

Scope of work includes: Field and office supervision; building permits; pickup/delivery of materials and equipment; Daily and final clean-up; Temporary Construction/Safety; Demo existing fire escape on North; Activity Room window installation (currently not existing); EIFS work – including the infill of concrete curb at building base to match existing where curb is void, exterior finish and paint; Awnings – Remove awnings, recover and reinstall; new Jeld-Wen custom windows to Architects recommendation; Exterior signage.

# **Self Performing Field and Office Supervision of Project**

\$246,348

Scope of work includes: Same as "Contractor Bid and Managed Project" with exception of Field and Office Supervision. This is certainly an option but not without its challenges; with the size and scope of this project and maintaining my current work load, this would be a stretch but the reward of a revitalized building would make the sacrifice worth it.

# Self Performing Field and Office Supervision of Project with Base window option \$199,608

Scope of work includes: Same as "Self Performing Field and Office Supervision of Project" with the exception of the custom windows and recovering the awnings. This is an option that is more of a basic approach but would not have the same look or functionality both internally or externally as the higher quality of windows and awnings.

# Self Performed Project Management-Base EIFS repairs-Base Windows-Basic Phase \$123,906

Scope of work includes: Basic resurfacing of aging EIFS; Base Replacement Windows; self performed window replacement; excludes curb infill to match where voids exist; excludes adding North windows to Activity Room; excludes new signage; use existing awnings until funds allow replacement; reduced contingency to reflect base scope. This phase is about basic maintenance to make sure the repairs protect the structural integrity of the Postels Community Health Park to insure our ongoing mission to serve our community.

#### **Grinnell Regional Medical Center GRMC Postel Exterior Finishes Budget 2014** Mark Doll 641-236-2414

Project name

GRMC Postel Exterior Fini

Labor rate table

Des Moines

Equipment rate table

Des Moines

Report format

Sorted by 'Group phase/Phase' 'Detail' summary

Item	Description	Takeoff Qty	Labor Unit Cost	Amount	Material Unit Cost	Amount	Subcontract Amount	Name Amount	Other	Total
100111	practipion	Takaon Giy	Dint Cost	Amount	OIM COST	Amount	Amount	Name Amount	Amount	Amount
1000.00	GENERAL CONDITIONS									
		<del></del>								
1020.00	Field Supervision									
	10 Superintendent 3mo. Field Supervision	480.00 mh	85.00 /mh	40,800 40,800	-	-	•	•	2000	40,800
	480,00 Labor hours			40,000						40,000
1030.00	Office Supervision									
pm1	Project Manager 3mo. Office Supervision	120.00 mh	97.50 /mh	11,700		1 20	្	27	_	11,700
	120.00 Labor hours			11,700						11,700
1040.00	Project Pick-up/Delivery									
	10 Pickup & Deliver Project Pick-up/Delivery	32.00 mh	42,82 /mh	1,370	6.00 /mh	192 192		160	121	1,722
	32.00 Labor hours 32.00 Equipment hours			1,370		192		180		1,722
1041.00	Subsistance/Travel									
	25 PM Mileage Subsistance/Travel	800.00 mi	(2)	(2)	5	3.50	*	5	456	456
									456	456
1410.00 n	General Clean-up - Daily 10 Daily Clean-Up Interior	16.00 mh	55.00 /mh	880	2.50 /mh	40		20	-20	920
n	10 Daily Clean-Up Exterior in 1,020	0.00 mh	0.00	0	0,00	0	-			920
	General Clean-up - Daily 16:00 Labor hours			880		40				920
1415.00	Clean-up Final									
n	10 Final Cleanup	32.00 mh	55.00 /mh	1,760	5.47 /mh	175	*	5	· -	1,935
	Clean-up Final 32.00 Labor hours			1,760		175				1,935
1420.00	Temp - Traffic Control									
	1 Signs/Barracades Temp - Traffic Control	1.00 Is			E)		500 Plug	÷	•	500
	·						500			500
1440.00	Temporary Construction 16 Temp Window Protection	800.00 sf	2.00 /sf	1,600	1,00 /sf	800				2,400
"	35 Floor Protection	500.00 sf	0.88 /sf	440	0.64 /sf	320	2	**************************************		760
	41 Poly Dust Partition	500.00 sf	0.88 /sf	440	0.40 /sf	200	*	€		640
	Temporary Construction 45.091 Labor hours			2,480		1,320				3,800
1510.00	Temp - Utilities									
	6 Cell Phones Temp - Utilities	3,00 mo	3.40	*	175.00 /mo	525 <b>525</b>	*	*		525
	Temp - Ounces				<u>.</u>	929				525
	GENERAL CONDITIONS			58,990		2,252	500	160	456	62,358
	725,091 Labor hours 32.00 Equipment hours									
2000.00	EARTH/DEMO									
2070.00	Selective Demolition							-		
	12 Remove Fire Escape	16,00 mh	55.00 /mh	880	3,13 /mh	<u>50</u>		-	320	930
zd1	100 Interior Demolition for Activity Windows Dumpster Loads	32.00 mh 10.00 ea	55.00 /mh	1,760	1,563 /mh 400.00 /ea	<u>50</u> 4,000	-	500		2,310 4,000
•	Selective Demolition			2,640		4,100	·	500	_	7,240
	48.00 Labor hours 32.00 Equipment hours									
	32.00 Equipment nours									

Item	Description	Takeoff Qty	Labor Unit Cost	Amount	Meterial Unit Cost	Amount	Subcontract Amount	Name	Equipment Amount	Other Amount	Total Amount
	EARTH/DEMO 48.00 Labor hours 32.00 Equipment hours			2,640		4,100	0		500	0	7,240
3300.00	CIP PLACE-FINISH										
3390.00	Misc CIP Concrete										
n	7 Curb Concrete Misc CIP Concrete	32,00 mh	41.22 /mh	1,319		600 600	14			- 1-	1,919 1,919
	32.00 Labor hours 32.00 Equipment hours			1,313		600					פופ,ו
	CIP PLACE-FINISH 32.00 Labor hours			1,319		600	0		0	0	1,919
4000.00	32.00 Equipment hours  MASONRY										
4200.00	Unit Masonry 01 Masonry Subcontractor for Activity Unit Masonry	1.00 ls	*		*	• –	6,425 SMI 6,425			• .	6,425 6,425
	MASONRY			0		0	6,425		0	0	6,425
5000.00	METALS										
5120.00 tb	Structural Steel Steel Tubes Material	1.00 ls		_	2,500.00 /ls	2,500				20	2,500
tb	Steel Tubes Install Structural Steel	32.00 mh	55.00 /mh	1,760		2,500	300 Plug 300	-	1,000 1,000		3,060 5,560
	32.00 Labor hours 32.00 Equipment hours			.,		-,			,,,,,,		-,
	METALS  32.00 Labor hours  32.00 Equipment hours			1,760		2,500	300		1,000	0	5,560
7000.00	THERMAL & MOISTURE PROT										
7600.00	Flashing and Sheet Metal										
ft	Fiashings & Caps Flashing and Sheet Metal	400:00 If	*				6,000 Plug 6,000			€.	6,000
7900.00	Joint Sealers 26 Caulk Window Perimeter	25.00 ea	97.20 /ea	2,430		-				£	2,430
intr	Interior Caulking Joint Sealers 16.00 Labor hours	16,00 mh	55.00 /mh	880 3,310	18.75 /mh	300 300	20.0		*	* -	1,180 3,610
	THERMAL & MOISTURE PROT 16 00 Labor hours			3,310		300	6,000		0	0	9,610
8000.00	DOORS & WINDOWS										
8520.00	Aluminum Windows						90			<u>.</u>	
	20 Exterior Windows Aluminum Windows	2.00 ea	•	-	1,215,00 /ea	2,430 2,430	Comisky		•	- 1	2,430 2,430
8610.00 egl	Windows - Wood Jeld Wen Clad Double Hung Windows	25,00 ea	492 80 /ea	12,320	40.84 /ea	1.021	18.033		<u>5.380</u>	-	36,754

#### Standard Estimate Report GRMC Postel Exterior Fini

Item	Description	Takeoff Qty	Labor Unit Cost	Amount	Unit Cost	Amount	Amount	bcontract Name	Equipment	Other	Total Amount
8610-00 trm	Windows - Wood Inside Window Trim Windows - Wood 264,02 Labor hours	425,00 If	5,18 <i>N</i> f	2,201 14,521	0,50 /H	213	18,033	, valie	5,380	-	2,413 39,167
	DOORS & WINDOWS 284,02 Labor hours			14,521		3,664	18,033		5,380	0	41,597
9000.00	FINISHES										
9240.00 wtc	Gypsum Drywall  Infill Elevator openings Interior Wall Patch Activity Room Gypsum Drywall  48,00 Labor hours	16,00 mh 32,00 mh	55.00 /mh 55.00 /mh	880 1,760 2,640	10,94 /mh 7,813 /mh	175 250 425			9	į	1,055 2,010 3,065
9246.00	E.I.F.S. Systems 15 E.I.F.S. Insulation/Finish E.I.F.S. Systems	1.00 ls		*	;×		106,422 1 106,422	Heartland Finishes	38	*	106,422 106,422
9900.00 s1 s1	Painting Painting Interior of Activity Painting Interior of New Windows Painting	1.00 ls 1.00 ls	*	5	:# :#			Heartland Finishes Heartland Finishes	12 15	;	1,633 2,167 3,800
	FINISHES 48,00 Labor hours			2,640		425	110,222		0	0	113,287
13000.00	SPECIAL CONSTRUCTION										
13132.00	Canoples 12 Recover Existing Awnings Canoples 64,00 Labor hours	64,00 mh	55.00 /mh	3,520 3,520	-	-	4,053 4,063	Brain Upholstery	-	- 72	7,573 7,573
	SPECIAL CONSTRUCTION 64.00 Labor hours			3,520	<del></del>	0	4,053		0	0	7,573
16000.00	ELECTRICAL										
16010.00 1s	Electrical Work Activity Room Relocate Branch Circuits/Lighting Electrical Work	1.00 ls	-	-		-	1,500 F 1,500	Piug	a -	- 0	1,500 1,500
	ELECTRICAL			0		0	1,500		0	0	1,500

#### **Estimate Totals**

Description	Amount	Totals	Hours	Rate			t of Total
Labor	88,700		1,229.11 hrs				28,73%
Material	13,841						4.48%
Subcontract	147,033						47.63%
Equipment	7,040		128.00 hrs				2.28%
Other	456						0.15%
	257,070	257,070					83,27
Building Permits/Fees	1,544			0.500	%	T	0.50%
Sales Tax (6 %)	830			6.000	%		0.27%
Expendable Tools	3,548			4.000	%		1,15%
	5,922	262,992					1.92
Architect's Fee-Percentage	13,150			5.000	%	т	4.26%
Signage Plug	4.500					L	1.46%
Owner Contingency	28.064			10,000	%	т	9.09%
Total		308,706					



	Grinnell Façade Rehabilitation Cost Break Down 8/4/15																			
address	815	817	819	824	829	831	835	837	917	919	923								Total	
Base bid	\$ 96,189 \$	165,824 \$	79,252 \$	21,747	\$ 74,178 \$	102,062 \$	47,517	\$ 65,265	\$ 33,445	\$ 80,359	\$ 134,161								\$	900,000
alt 1	\$24,022										\$5,978								\$	30,000
alt 2			\$10,165						\$12,463	\$15,372									\$	38,000
alt 3			\$3,877				\$6,487				\$3,636								\$	14,000
																			\$	-
total	\$ 120,211 \$	165,824 \$	93,294 \$	21,747	\$ 74,178 \$	102,062 \$	54,004	\$ 65,265	\$ 45,908	\$ 95,731	\$ 143,775	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	982,000



# GRINNELL PUBLIC SAFETY COMMITTEE MEETING MONDAY, AUGUST 17, 2015 AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE GRINNELL COMMUNITY CENTER

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ROLL CALL:	White (Chair),	Hueftle-Worley and Burnell
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# PERFECTING AND APPROVAL OF AGENDA:

#### **COMMITTEE BUSINESS:**

1. Consider approval of the amended City of Grinnell Employee Safety Manual (See Resolution No. 2015-87).

**INQUIRIES:** 

**ADJOURN:** 

# RESOLUTION NO. 2015-87

A RESOLUTION ADOPTING THE CITY OF GRINNELL EMPLOYEE SAFETY MANUAL

WHEREAS, the city of Grinnell Safety Employee Safety Manual is an official document governing and guiding the safety policies between the city of Grinnell and its employees, and

WHEREAS, these policies have been reviewed and discussed by the City Council of the city of Grinnell; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the city of Grinnell does hereby adopt the City of Grinnell Employee Safety Policy Manual effective July 1, 2015.

PASSED AND APPROVED this 17th day of August, 2015.

	GORDON R. CANFIELD, MAYOR
ATTEST:	
P. KAY CMELIK, CITY CL	EDV

# Changes to the 2015 Employee Safety Manual include:

# Page 53: Cemetery

# **Mowing**

Taylor Devig, Devig Services, 3017 Zeller Ave Gilman, 641-750-2298 will now be mowing

#### Page 53: Community Center

#### **Interior maintenance**

Daily cleaning (floors, restrooms, glass doors) is done by the contracted firm Quick and Clean, owned by Jeff and Faith Gibson. Email address is <a href="mailto:quick@partnercom.net">quick@partnercom.net</a>. Cell phone contact: 641-751-2861

# Page 54: Drake Library Outside Maintenance / Interior Maintenance

- Remove Beth Tindle cell phone number as contact person
- Update wording to reflect duty changes
- Mowing of non-prairie areas will be done by one of the following services and will be arranged by the Library Director.

Brad's Mowing Service – Brad Shutts – 641-325-0004 cell L&D Lawn and Snow – Mike Long – 641-990-9118 cell

• Update interior maintenance to reflect new procedures and personal

# Page 54-55: Grinnell Mutual Family Aquatic Center

- Update address to 120 8th Ave West
- Remove Rick Graves as contact for Waste Water Treatment Plant
- Brad Shutts will be mowing the outside of the Aquatic Center

# Page 66: Updated Program Administrators for 2015

- CPR/FA/AED –Kelly Rose
- Blood Bourne Pathogens Dan Sicard
- Slips, Trips and Falls –Kelly Rose
- Emergency Exit Plan Rob Vest
- Ladder safety –Dan Sicard
- Fire Extinguisher Dan Sicard
- MSDS, Right-to-Know, Hazardous communication Dave Popp
- Personal Protective Equipment –Kelly Rose
- Back safety –Kelly Rose
- Forklift / Bucket Truck / Backhoe Dave Popp
- Confined Space Dan Sicard with Dan Walker
- Excavation Jim Brown
- Hearing Conservation Ryan Ness
- Lock-out / Tag-out Rick Springer
- Arc Flash Electrical safety Ryan Ness
- Tool Safety Dave Popp
- Extreme Temperature Safety Kelly Rose
- Welding Dave Popp
- Winter Driving Kelly Rose
- Chainsaws Mike Johnson



# CITY OF GRINNELL EMPLOYEE SAFETY MANUAL

APPROVED BY THE CITY COUNCIL 2015 August

# TABLE OF CONTENTS

Page	
3	Forward
4	General Safety Rules
5	What to do in case of an on-the-job accident:
8	Housekeeping
9	Lifting and Carrying – Back Safety
11	General Driving Rules – Winter Driving
12	Personal Protective Equipment (PPE)
15	Hearing Conservation
19	Hazardous Chemicals Right-to-Know Act- Material Safety Data Sheets (MSDS)
22	Bloodborne Pathogens
24	Cardio Pulmonary Resuscitation (CPR) & Automated External Defibrillator (AED)
24	First Aid Supplies
25	Excavations
26	Permit Required Confined Spaces Entry Program
28	Portable Fire Suppression
32	Emergency Action Plan
32	Slips, Trips & Falls
33	Lockout Tagout Tryout Program
38	Powered Industrial Lift Trucks
41	Hand and Power Tool Safety
42	Ladder Safety
43	Welding, Cutting and Brazing
44	Chain Saw Safety
50	Seat Belt Restraint Policy
50	Asbestos Handling
52	Police Officer Stand By Policy
53	Seasonal Safety Packet and Extreme Temperature Safety
58	Designated Physician Policy
59	Arc Flash Electrical Safety
59	Respiratory Protection Program
61	Return To Work Policy
64	Return to Work Statement of Acknowledgement signature page
65	Sexual Harassment Policy
65	Prescription and Over-the-Counter Medications
66	Your Safety Attitude
66	Program Administrators
67	Employee Safety Manual signature page
68	Hepatitis B Vaccine Form

- Supplements
  Biohazardous Waste Disposal Service GRMC
  Slip, Trip & Fall Handbook IMWCA A.
- B.

#### **FORWARD**

What is safety? The dictionary defines it as "freed from harm or risk and secure from threat of danger, harm, or loss." The meaning of safety on the job means prevention and elimination of harm or risk to each individual employee. Safety is a very real situation especially when an accident happens to you, your family, friends or co-workers. Most accidents can be prevented and this is the intent of this handbook- Accident prevention and acquiring a safety attitude.

The only way a good safety program works, is if everyone is aware and working towards an accident free work place. It is our sincere hope that awareness of safety on-the-job will carry over into the home and all other areas of your life. After all is said, safety is being aware of your actions and not taking anything for granted.

the safety and health rules within this booklet, are easy to do or understand. This booklet, however, does not cover every situation. We need your help in identifying situations that could lead to an accident. Be aware and alert to potential accidents and let us know so new procedures or modifications can be made.

SAFETY IS FOR YOUR PROTECTION, BUT IT TAKES ALL OF US TO MAKE IT WORK.

Your Employee Safety Committee

#### **GENERAL SAFETY RULES**

Most of us do not consider our jobs hazardous, but like any occupation, you must use good judgment and care, to maintain a safe working environment. The most common types of accidents are slips and falls; back strain from lifting and handling heavy objects; and improper use of equipment. One of the best ways to avoid accidents is to know or to ask your supervisor the correct procedures before starting the work assignment. Carefully plan your work, especially non-routine assignments. You can save time and energy while avoiding hazards. The following safety guidelines are general in nature and will help you carry out your responsibilities safely. It is not a complete list and could be amended by need or at your suggestion.

- 1. Take care of injuries and report them at once. Small cuts and scratches can become infected unless cared for at once.
- 2. Work at a safe, sane pace—when you hurry, you forget about safety.
- 3. Do not attempt to give first aid to an injured person unless you have been trained to do so. Do not move a seriously injured person unless absolutely necessary.
- 4. Obey all warning tags and signs on equipment. Read instruction manuals or seek instruction BEFORE operating any machine or equipment.
- 5. Your Worker's Compensation coverage will not cover you for horseplay injuries.
- 6. The use of or possession of any intoxicating beverages or narcotics on the job is absolutely forbidden.
- 7. Correct all unsafe conditions or report them to your supervisor.
- 8. Keep work areas clean and orderly at all times. Poor housekeeping causes accidents and wastes time.
- 9. Use the correct tool and equipment for the job.
- 10. Wear proper safety equipment such as eye and ear protection, and safety hats as specified by safety policy.
- 11. Be considerate and concerned at all times for the safety of your fellow workers and general public.
- 12. Obey all safety rules and practices and take an active part in the safety of your fellow workers.
- 13. Remember to remind your fellow workers when they are working unsafely. You could save their life and they could return the favor someday.

#### WHAT TO DO IN CASE OF AN ON-THE-JOB ACCIDENT

EMPLOYEE - Report the injury at once and call "Company Nurse" to seek proper treatment and protocol. If necessary, call an ambulance giving your name, the nature and location of the accident and the number of people needing assistance. If possible, meet the ambulance upon arrival to give immediate location of injured persons. Begin filling out the SAFETY INCIDENT FORM and pass it on to your supervisor immediately. The form must be filled out within 24 hours.

SUPERVISOR – Secure all the facts concerning the accident. Include names, type of accident; how treated; suggestions for prevention of recurrence; what, if any damage to property was done. This information will be used to determine preventative measures. In case of an on-the-job accident, injury or sickness to an employee, secure all the necessary facts for your SAFETY INCIDENT FORM and pass it to the City Offices within 24 hours.

#### REPORTING SAFETY HAZARDS

It is the responsibility of every City employee to report any safety hazards or violations. Employees should report hazards and violations to their supervisor first. If no action is taken, the employee should report it to the City Safety Director. Any such complaints will be handled in strict confidence. Our purpose is to prevent accidents, not to punish anyone. Remember, if you fail to report a hazard or violation, a serious injury or death to a fellow worker or to yourself could occur.

#### ADDITIONAL REPORTING RESPONSIBILITIES

Breaks in sidewalks, deep holes in streets, missing or damaged road signs, malfunctioning street lights, obstructions, hazards in any public areas such as the parks or pool, and other conditions in city property which may cause an accident should be reported. Point these hazards out in writing to your supervisor. In this way you can contribute immeasurably to the welfare of Grinnell's citizens, including fellow workers, friends and family.

#### ACCIDENT PREVENTION SUGGESTIONS

Communicate suggestions to your supervisor concerning safety and elimination of hazards on the job. If you would rather, you may submit your suggestions to the Employee Safety Committee and your ideas will be given the same full consideration. The committee will review all safety suggestions for inclusion in the City's safety program.

# **DESIGNATED PHYSICIAN**

All work related injured employees are instructed to call Company Nurse to report the injury and will be directed, if necessary, to our designated physician at Grinnell Regional Medical Center.

# MANAGEMENT RESPONSIBILITIES

In order for a safety program to attain the desired effectiveness, it must have continuous and aggressive influence from management. In general, the City's safety program will include education, inspection, analysis and enforcement of safety policies.

- 1. City management will provide the means to accomplish a safe working situation.
- 2. City management will enforce adherence to safety policies and procedures and will take disciplinary action against any employee who willfully disregards them.
- 3. City management will conduct safety inspections.

- 4. City management will investigate or cause to be investigated any and all reported accidents.
- 5. Management will establish and provide periodic safety training for employees.

# **SUPERVISOR RESPONSIBILITIES**

Supervisors may delegate authority and assign responsibilities for most areas in their control, but the supervisor cannot delegate or assign away their responsibilities for accident prevention. Supervisors have the responsibility of thoroughly instructing their personnel in the safe practices to be observed in their work situations. They will enforce safety standards to the utmost of their ability and authority. Supervisors will take the lead to eliminate any potential hazards and will set the example of good safety practices in all areas of their job. A supervisor must:

- 1. Take full responsibility for the safety of their employees.
- 2. Train, re-train and remind all employees, old and new, on the safe way to do their job.
- 3. Provide a copy of the Employee Safety Manual to each employee and review it with him or her.
- 4. Set a good example by working safely.
- 5. Make sure the necessary safety equipment and protective devices for each job are provided and used properly.
- 6. Instruct all employees in the use of safety equipment such as fire extinguishers, safety glasses, ear protection etc.
- 7. Take prompt corrective action whenever unsafe conditions or actions are observed or reported. Safety must not be put off until tomorrow.
- 8. Investigate thoroughly the causes of all accidents and take corrective action to prevent their recurrence. The supervisor will submit the SAFETY INCIDENT FORM within 24 hours to the Safety Director.
- 9. Conduct frequent scheduled safety inspections of all work areas in order to improve housekeeping, eliminate unsafe conditions and encourage safe working practices.
- 10. Take safety into consideration whenever you revise procedures or purchase new equipment. Always read the enclosed instruction book before operating new equipment.
- 11. Check to see that all safety equipment is available and in proper working order.
- 12. Encourage safety suggestions and comments from employees. Adopt those that are feasible and thank them for the suggestions. Forward all suggestions to the Safety Director.
- 13. Pay attention and seek out current knowledge regarding improving safety techniques.
- 14. Avoid "blowing-up" as it causes a person to behave irrationally and accidents are most likely to occur at that time. Do whatever it takes to "cool-off" first before acting.

#### JOB SITE LEADER'S RESPONSIBILITIES

A Job Site Leader must become familiar with all safety procedures and correct use of equipment. A Job Site Leader's best weapon for preventing accidents is to set a good example and enforce safe work habits and methods. A Job Site Leader will:

- 1. Insist safety procedures and rules are followed at all times and report habitual violators to the Supervisor.
- 2. To the best of their ability, identify and correct unsafe conditions at the job site.
- 3. Make sure all the necessary safety equipment is on hand and used by everyone.
- 4. Follow good housekeeping procedures at the work site.
- 5. See to it that all injuries are cared for properly and promptly.
- 6. Report all accidents to the Supervisor immediately.

#### **EMPLOYEE RESPONSIBILITIES**

All City employees are responsible for understanding and following safety rules and procedures that are established to prevent injuries to them and others. If you have a question about safety, use of equipment, or procedures be sure and ask your supervisor. Never attempt to do a task unless you fully understand what you are to do and how to do it. All employees have a great responsibility for prevention of accidents and are expected to:

- 1. Follow instruction. If you do not know the proper method of doing a job, ask your supervisor for safe job instructions.
- 2. Note unsafe conditions, correct them if possible and report them to you supervisor for permanent resolution.
- 3. Keep work areas clean and orderly because poor housekeeping causes accidents.
- 4. Use the right tool or equipment for the job and do not use defective tools or equipment.
- 5. Report all accidents to your supervisor immediately. If injured, seek or request medical treatment. Know emergency phone numbers.
- 6. Wear proper protective equipment such as eye and ear protection, and safety hats when necessary.
- 7. Obey all safety rules and practices and take an active part in the safety program.
- 8. Remind your fellow workers when they are working unsafely. You could save their life and they could return the favor someday.

#### HOUSEKEEPING

Some of us excuse our poor housekeeping habits by saying there isn't enough time to put things away or "things only appear messy, but I know where everything is." One of the most common accident categories is slipping, tripping and falling. Good housekeeping is maintaining an orderly, safe work place, free of clutter and debris, where everything has a place and can be found when not in use. Also, good housekeeping can make a major contribution to improving productivity. Most people are not aware of the time lost "finding things" or the inefficiencies which result when trying to work in a cluttered area.

Psychologists tell us that an orderly environment significantly improves worker moral. It is also known that people will rarely clutter an already clean space. Clutter tends to appear in areas for which no one feels responsible. Make it your responsibility to keep your work area free of clutter. Supervisors must assign areas of overall responsibility to all individuals and inspect these areas daily. Remember, this is to help prevent accidents, so keep areas clean and clear.

#### ALL EMPLOYEES MUST:

- Keep aisles free of debris.
- Return tools and materials to their proper storage area immediately after use.
- Minimize the use of extension cords.
- Put all small tools away immediately.
- Clean up spills promptly but do not use highly flammable solvents-use prescribed solvents and cleaners.
- Remove ice, mud or snow from steps, walks, drives, ladders, and running boards immediately.
- Stack materials properly (see also lifting and carrying section)
- Do not allow materials to extend past the shelf or bin.
- Use pallets to even stacks when stacking uneven materials.
- Store excess lumber in a separate area, sorted by size with nails removed.
- Avoid stocking materials overhead.
- Store flammables in designated areas and in proper containers.
- Refill empty cans with gas immediately to prevent fume buildup.

#### SUPERVISORS MUST:

- Designate a proper place or storage space for everything.
- Provide sufficient tools for cleanup.
- Assign cleanup responsibilities and make sure work sites are cleaned before quitting time.
- Inspect the work areas for better housekeeping procedures.

#### LIFTING AND CARRYING

Back aches and injuries to the back are the single most common on-the-job injury. Fully two-thirds of the work force will, at sometime, suffer from some type of back pain. In many cases, this injury was caused by an incorrect method of lifting or carrying materials. Improper lifting accounts for nearly one-quarter of <u>ALL</u> occupational injuries, and is the most frequently reported injury to persons doing street and solid waste work.

Learning to lift correctly is only a part of preventing back injuries. Understanding your "lifting limitations" is the other part. Know how much you can safely lift without straining yourself.

Another aspect is your physical conditioning. If you are going to be lifting all day long, such as solid waste collection, be sure and do warm-up exercises prior to the start of your workday. Most injuries occur at the beginning of the workday and can be prevented by being properly warmed-up. Studies have also shown that weak abdominal muscles are directly connected to back injuries. Doing sit-ups prior to the start of solid waste collection can combine warming up and strengthening abdominal muscles. Doing this will avoid needless pain and suffering.

#### ALL EMPLOYEES SHOULD:

- Be encouraged to do warm-up exercises before starting work.
- Rock the load to estimate its weight prior to lifting. It is not advisable to lift over half your body weight.
- Use help to lift bulky objects. Use a dolly, crane hoist or get a co-worker to help.
- Inspect the object to be lifted for slivers, jagged and sharp edges.
- Wipe off greasy, wet, slippery or dirty objects before lifting them.
- Position feet correctly place one foot in the intended direction of movement and the other in a position where it can give support and thrust to the body. This will prevent loss of balance and twisting of the back.
- Keep your back relatively straight and bend at the knees.
- Bend over slightly, but do not bend your back in an extreme curve to lift. Pull the load close to your body when lifting a load that is too large to pass between the knees.
- If you are going to lift and carry a compact load, squat down and straddle the object with your knees, keep your back relatively straight, pull the load toward your body and use your leg muscles to help lift the load. Remember your leg muscles can lift four times what your back muscles can lift.

Grasp the load correctly, keeping fingers away from pinch points;

- A. With boxes; at the alternate tip and bottom corners.
- B. With material; alternate corners, one shoulder and upper arm.

Move as smoothly as possible and never run. If a load interferes with normal walking, get help. Keep work areas cleared to avoid tripping (remember, good housekeeping), and keep a clear view over the load. Use extra caution when walking on ice, snow or mud.

Never turn at the waist to change direction or to put an object down.

Set the load down close to your body, or put the load down on the rear of a shelf, then slide it back.

In team lifting, adjust the load so it is level. Lift, walk and set down in unison. Call out commands of "lift," or "set down," if more than <u>two</u> are involved.

# SUPERVISORS SHOULD:

Relocate storage areas, when possible, to the most convenient location so carrying distances can be minimized.

Analyze current procedures to see if lifting can be reduced or eliminated.

Provide proper lifting aids and instruct employees in their safe use.

#### **GENERAL DRIVING RULES**

Many of you will drive City vehicles during the course of your employment. Almost all of you drive a motor vehicle daily. More than 50,000 people die each year as a result of vehicular accidents and several thousand are injured or disabled. Defensive driving and common sense will usually cover most situations.

#### ALL DRIVERS WILL:

- Be licensed and pre-qualified operators of the vehicle to which they are assigned to drive.
- Come to work fit to drive. (Sick drivers may be relieved from duty and fatigued drivers could be considered dangerous.)
- Check brakes, steering, hydraulics, cables, fluid levels, exhaust, tires, and controlling equipment.
- Check safety equipment such as lights, flashers, mirrors, horn and wipers.
- Position all adjustments for safe driving before starting the vehicle, including inside and outside mirrors and seat position.
- Keep the vehicle clean, inside and out. A vehicle is more visible to other drivers when clean. Keeping it clean on the inside aids in safety, appearance and attitude. (Remember housekeeping) Also clean the windshield and glass inside and out to take advantage of visibility. Clean dirt and road film from headlights, taillights, running lights and inside gauges.
- Refrain from eating and drinking while driving. It is difficult to do two things at once, especially since driving involves so many functions. Be safe and concentrate on driving.
- Stay within posted speed limits and slow down when conditions are difficult (snow, ice, fog, rain etc.)
- Never drink alcoholic beverages while on duty. The punishment is immediate dismissal.
- DO NOT assume the right-of-way. Let the other driver go first. Be courteous, yield and stop! It is better to be alive than right and dead.
- Keep from tailgating. Allow extra distance when conditions are poor.
- Always signal intentions at least 100 feet in advance and avoid sudden braking.
- Before backing, use mirrors, and if necessary when rear view is obstructed, use a spotter.
- Turn on low beam headlights during dark periods of the day, such as during rain, snow and fog. It is recommended that headlights should be on one-half hour before sunset and one-half hour after sunrise. Parking lights designate a vehicle is parked. Never drive with parking lights on.
- Remember to buckle up and save your life.

#### SUPERVISIORS WILL:

- Set a good example and obey all the aforementioned safety procedures.
- Instruct vehicle operators on what types of maintenance and minor repairs they are allowed to make on vehicles. (All other repairs should be made by trained personnel or service representatives.)
- Watch carefully for alcohol or drug abuse by an employee. Any supervisor who knowingly permits an employee to work under the influence is open to disciplinary action and possible personal liability.
- Make sure your employees follow all safety procedures. Safety only works when supervisors are involved. Be involved and save someone from a possible serious injury or even death. It could be your family or friends involved in a traffic accident. Insist on safe driving by your fellow workers.

# PERSONAL PROTECTIVE EQUIPMENT – GENERAL

Many tasks you will be doing are potentially dangerous, but knowing what you are doing with proper safety instruction, common sense, planning and foresight will greatly minimize your chances of being injured. Add to this the use of personal protective equipment and you will virtually eliminate any chance of injury. Is wearing protective glasses a nuisance? Possibly, but think of how much of a nuisance it would be to lose an eye. Protective equipment does not protect you unless it is used and used properly. It is considered a serious violation of safety procedure to ignore protective equipment.

#### EMPLOYEES WILL:

- Be provided with and wear eye and face protective equipment when operating or using the following, but not limited to the following:
  - A. Shop-type machines such as grinders, lathes, drills, saws, compressed air etc.
  - B. Welding.
  - C. Chemicals or other hazardous substances.
  - D. When working in automotive or equipment maintenance areas or woodworking activities.
- Use traffic safety vests or equivalent protection when working in traveled area. Examples would be road construction, sewer repair etc.
- Wear protective hard hats under labor-type conditions where a blow to the head is possible. Examples could be construction, overhead work, street work, sewer work, trenching etc. OSHA requirements are: "Employees working in areas where there is a possible danger of head injuries from impact, or falling or flying objects, or from electrical shock or burns, shall be protected by protective helmets."
- Take care in the use of gloves. Gloves can protect your hands and even improve your grip, but should never be worn around machinery on motion or portable power tools (drills, etc.) Rings, watches or any metal jewelry are especially dangerous if worn around electrical equipment and machinery in motion.
- Take care in wearing beards. ALL city employees, in the course of employment, who may become exposed to chlorine gas or other deadly gas situations, in which respirator protection will be needed, shall not wear a beard. This is because a proper seal on the face piece cannot be obtained and a serious accident, illness or death could occur.
- Learn the proper use of fire extinguishers and what types can be used on particular fires.
- Wear hearing protectors (ear muffs or plugs) in the vicinity of equipment that have excessive noise levels. Such equipment would be generators, compressors, jack hammers, motorized equipment etc.
- Use full eye protection in the area of equipment that creates hazards to the eyes. (Jack hammers, grinding wheels, wood working etc.)
- Use protective equipment for specific situations or tasks. These could include gloves, aprons, respirators, air breathing apparatus, safety belts and lines, life jackets, safety nets, and various clothing for inclement weather.

#### SUPERVISORS WILL:

- Set an example by wearing and using appropriate protective apparel.
- Educate employees on the need to use the proper personal safety equipment.
- Make the decision to use protective equipment and enforce these decisions. Any supervisor who knowingly permits an employee to work without proper equipment is open to possible person liability and disciplinary action.

# Required Programs – Based on Employer Assessment of Workplace Hazards

# OSHA regulation Section 1910.133 – Eye and face protection

Suitable eye protectors (safety glasses, goggles, face shields, wire mesh masks, etc.) must be provided where there is potential for injury to the eyes or face from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, body fluids, potentially injurious light radiation or a combination of these.

#### OSHA regulation Section 1910.134 – **Respiratory Protection**

Devices such as dust masks, canister respirators, self-contained breathing apparatus or other such apparatus must be provided to employees that are exposed to harmful dust, fogs, fumes, mists, gases, smoke, sprays, or vapors. Persons working in oxygen deficient or oxygen enhanced atmospheres must also be protected. Persons using the devices must be fit-tested to the device, tested to see if they are physically able to use the devices, and trained in the use and care of the devices.

#### OSHA regulation Section 1910.135 – **Head Protection**

Employees working in a location where there is danger of being struck in the head by falling objects or other dangers from above such as electrical hazards must wear head protection. The head protection must meet the requirements of American National Standards Institute (ANSI) Z89.1-1986.

#### OSHA regulation Section 1910.136 – Foot Protection

Persons must have foot and leg protection if their feet are subject to crushing foot injury. The feet must also be protected from puncture by sharp objects, molten metal, hot surfaces, wet and slippery surfaces. This also requires leg protection for persons using chainsaws and other devices that could cause injury to legs.

# OSHA regulation Section 1910.137 – Electrical Protective Equipment

Persons involved in power generating or power distribution construction and maintenance must be protected from shock, electrocution and burn hazards.

#### OSHA regulation Section 1910.138 – Hand Protection

Workers hands and arms must be protected from cuts, burns, chemicals, bodily fluids and other recognized hazards. Proper hand wear must be selected for the task. Material safety data sheets specify the type of hand wear needed for handling various chemicals.

#### OSHA regulation Section 1910.139 – Respiratory Protection for M. tuberculosis

Respiratory protection must be provided for persons working in locations where exposure to tuberculosis may be encountered. This is an issue for law enforcement and public health personnel.

# OSHA regulation Section 1910.95 – Occupational Noise Exposure – Hearing Conservation

Hearing protection must be provided for persons exposed to noise levels exceeding limits set forth in 1910.95. The noise level of the workplace must be measured to determine if hearing protection is required. Employees must be tested for hearing capacity to establish a base line for use when succeeding tests are made. The employer must furnish ear protection that will diminish the noise to acceptable levels. Foam earplugs, ear "muffs", or other suitable method may be used to reduce noise exposure when no other way to reduce the noise level is possible.

Employees' hearing must be tested annually and compared to the base line test to see if the hearing conservation program is effective. If the tests reveal further hearing loss, the employer must make every effort to further reduce the noise level exposure to the employee.

#### **ADDITIONAL SUBJECTS**

Any additional subjects you feel could be covered should be suggested to your supervisor and the Safety Committee Director.

#### **SAFETY TOED BOOTS**

All City of Grinnell employees must have foot protection if their feet are subject to crushing foot injury. Their feet must also be protected from puncture by sharp objects, molten metal, hot surfaces, wet and slippery surfaces.

The City of Grinnell will provide all of these City of Grinnell employees with \$75 towards to purchase of safety toed boots/shoes. An employee who chooses to purchase their foot ware from Brown's Shoe Fit in Grinnell will need to pick up a signed slip from Kelly Rose in the Recreation Department and then take it to Browns to receive a 15% discount off the regular priced item, tax free, plus the contribution of \$75 from the City of Grinnell every year beginning July 1. If any employee chooses to purchase their foot ware from Theisen's in Grinnell the supervisor can make that purchase with a PO book to receive tax free and a 10% discount plus the contribution of the \$75 from the City of Grinnell every year beginning July 1. Any amount above and beyond the \$75 at either store will need to be paid for by the employee the day of the purchase.

An employee required to wear safety shoes will be entitled to receive reimbursement of up to \$75.00 per fiscal year for the purchase of such shoes, exclusive of shipping costs, tax outside of Grinnell and any other surcharges, provided the employee must present a paid receipt prior to receiving the reimbursement. If the safety portion of the shoe is compromised while on the job, then the employee will be eligible for up to a \$75 reimbursement to replace said shoes during the fiscal year.

It is mandatory that all necessary City of Grinnell employees purchase this protective foot ware. Once purchased it is also mandatory that they wear this foot ware to work every day. If a City of Grinnell employee is caught not wearing their proper Personal Protective Equipment (PPE) they will be written up.

# **Hearing Conservation**

#### **Noise Audits**

All locations and equipment must be audited annually to determine if it exceeds 85 decibels (db).

All locations and equipment that exceed the 85 db limit shall be conspicuously marked to notify employees of the risk.

A list of all locations and equipment that exceeds the limit shall be maintained by the program administrator.

Noise audits will be conducted using:

- Sound level meter (multiple samples taken throughout workday)
- Noise dosimeter (for employees working in numerous locations)
- Equipment manufacturer's noise specifications

Employees will be given the opportunity to observe noise audits monitoring and will be notified of noise audit results.

#### **Audiometric Testing**

- 1. Audiometric testing will be performed on all employees whose exposures equal or exceed an 8-hour time-weighted average time weighted average (TWA) of 85 decibels (Action level).
- 2. Audiometric testing will be provided at no cost to employees.
- 3. Audiometric testing will be performed by a licensed or certified audiologist, otolaryngologist, or other physician, or by a technician who is certified by the

Council of Accreditation in Occupational Hearing Conservation, or who has satisfactorily demonstrated competence in administering audiometric examinations. A technician who performs audiometric tests must be responsible to an audiologist, otolaryngologist or physician.

#### 4. Baseline Audiogram

- 1. A baseline audiogram will be conducted within six months of an employee's first exposure at above the action level in order to establish a valid baseline audiogram against which subsequent audiograms can be compared.
- 2. <u>Mobile test van exception</u>. Where mobile test vans are used to meet the audiometric testing obligation, the City of Grinnell will obtain a valid baseline audiogram within one year of an employee's first exposure at or above the action level. Where baseline audiograms are obtained more than six months after the employee's first exposure at or above the action level, employees will wear hearing protectors for any period exceeding six months after first exposure until the baseline audiogram is obtained.
- 3. Testing to establish a baseline audiogram will be preceded by at least 14 hours without exposure to workplace noise. Hearing protectors may be used as a substitute for the requirement that baseline audiograms be preceded by 14 hours without exposure to workplace noise.
- 4. The program administrator will notify employees of the need to avoid high levels of non-occupational noise exposure during the 14-hour period immediately preceding the audiometric examination.

- 5. Audiograms will be conducted at least annually after obtaining the baseline audiogram for each employee exposed at or above an eight hour time-weighted average of 85 decibels.
- 6. The City of Grinnell will maintain a record of all employee audiometric test records. This record will include:
  - 1. Name and job classification of the employee.
  - 2. Date of the audiogram.
  - 3. The examiner's name.
  - 4. Date of the last acoustic or exhaustive calibration of the audiometer.
  - 5. Employee's most recent noise exposure assessment.

# **Engineering Controls**

Whenever possible and feasible, every effort will be made to purchase reduced noise equipment. When practical, equipment may be modified to reduce noise to a level below the 85 db threshold.

#### **Administrative Controls**

Table G-16(a) indicates the total time of exposure permitted at each noise level without hearing attenuation. Supervisors must make sure employees are not exposed to noise beyond the permitted total time of the sound level.

# Permissible Noise Exposures 29CFR 1910.95 Table G-16(a)

Duration (Hours)	Sound Level Slow Response
(Hodis)	Slow Response
16.0	85
13.9	86
12.1	87
10.6	88
9.2	89
8.0	90
7.0	91
6.2	92
5.3	93
4.6	94
4.0	95
3.5	96
3.0	97
2.6	98
2.3	99
2.0	100
1.7	101
1.5	102
1.4	103
1.3	104
1.0	105

#### **Hearing Protectors**

The City of Grinnell shall ensure that hearing protectors are worn:

- 1. By any employee who is subjected to sound levels equal to or exceeding an eight-hour TWA of 90 db.
- 2. By any employee who has experienced a persistent standard threshold shift and who is exposed to eight-hour TWA of 85 db or greater.
- 3. By any employee who has not had an initial baseline audiogram and who is exposed to eight-hour TWA of 85 db or greater.

Employees will be given the opportunity to select their hearing protectors from a variety of suitable hearing protectors at no cost to them.

Employees will be held accountable for properly using and maintaining the equipment furnished.

# **Employee Information and Training**

Training will include:

- a. The effects of noise on hearing
- b. The purpose and use of hearing protectors
- c. Advantages and disadvantages of various types of hearing protectors
- d. Instruction in the selection, fitting, use and care of protectors
- e. The purpose of the audiometric testing and an explanation of testing procedures
- f. Who to contact for more information

Training should be conducted by a competent person as demonstrated by knowledge and experience. The name of the trainer, qualifications, training materials used, course content and date of training shall be documented.

# **Record Keeping**

Noise exposure records will be retained for two years. Audiometric tests records will be retained for the duration of the affected workers' employment.

#### **Violation of Hearing Conservation Program**

Employees who violate the hearing conservation program procedures will be disciplined according to the personnel policy. Employees will also be required to attend retraining on the procedures or policies that were violated.

#### HAZARDOUS CHEMICALS RIGHT TO KNOW ACT

# An Explanation of Right-to-Know Law – State and Federal Versions

The final Hazard Communication Standard was published in the Federal Register on November 25, 1983. Cities were exempted from compliance to the federal legislation. On November 25, 1985, chemical manufacturers, importers, and distributors were required to label shipping containers of hazardous chemicals and to provide Material Safety Data Sheets (MSDS) to customers. On May 25, 1986, employers were to have completed in-house responsibilities relating to training, a Hazardous Communication Program, labeling, warnings and make MSDS available to employees. Again cities are exempt from the federal provisions.

#### State Law 455D (Administrative Code 110 to 140)

The purpose and scope of Iowa Code Chapter 455D is to provide employers and employees information concerning the hazards of all chemicals used by the City. State Law affects almost all employers in Iowa and went into effect November 1, 1986. Iowa Law is almost identical to federal law, except that it covers all employers including cities. The Right-To-Know Act is based on provision of information, which includes a comprehensive hazards communication program. The program will include container labeling and other forms of warning, Material Safety Data Sheets (MSDS) and employee training. Additionally, all employees will be given access to Chapter 110 and 120 of the Bureau of Labor's Administrative rules.

# Workers Right-To-Know (Division II 455D Iowa Code)

- 1. Employees of the City have the right-to-know and are informed about hazardous chemicals, which they may be exposed to in the workplace along with potential health hazards and proper handling techniques.
- 2. Employers must provide training to all employees who come into contact with or could be potentially exposed to hazardous chemicals. Training is to include: 1) methods and observation that may be used to detect the presence of or release of hazardous chemicals; 2) The physical health hazard of chemicals to include effects of chronic or acute exposure; 3) Measure employees can use to protect themselves; 4) Details of the Hazard Communication Program including explanation of labeling system and MSDS. In addition, special training must be provided to temporary help or present employees working in a temporary position, which involves contact with hazardous chemicals.

# Right-to-Know Rules – Iowa Bureau of Labor

Chapter 110-120 - These two chapters are available to all employees and your individual supervisors as to their location will inform you.

The following is a brief overview of Chapter 110-120

- 1. The general purpose of the Act is given along with several expectations and definitions, which are similar to previously, provided information. The main objective is information to employees about hazardous chemicals they could come into contact.
- 2. Chapter 110- Chemical manufacturers shall evaluate chemicals, which they produce or distribute to determine if they are hazardous. Employers are not required to evaluate chemicals. Once a chemical is determined to be hazardous, the manufacturer or distributor shall insure that each container of hazardous chemicals is labeled, tagged or marked with the following information:
  - a. Identity of the chemical.
  - b. Appropriate warnings.
  - c. Name and address of responsible party.

Employers are not responsible for marking hazardous chemicals. Chemical manufacturers must obtain, develop and supply MSDS to the City. The MSDS must not have any blanks and must be kept current. These are not the responsibilities of the City.

- 3. Chapter 120- The City must provide employees with information and training of hazardous chemicals in their work place prior to initial assignment and whenever a new hazardous chemical is introduced.
- 4. Training can be presented in any format, but must be provided on the City's time. Attendance is required and those unable to attend cannot return to work until training has been completed. However, this provision is only valid after November 1, 1986. Employees will be interviewed and possibly tested on the material presented.

Employees have the responsibility to identify the hazards before you start a job- read the labels, warnings and MSDS. Once read, respect all precautions and don't take chances. If you are in doubt or don't know what the chemical is you have encountered, ask your supervisor prior to continuing. Know in advance what could go wrong and what to do about it. Hazard Communication can only protect you if you read the labels, MSDS; know where to find information about the chemicals; follow warnings and instructions; use protective clothing and equipment; learn emergency procedures, and practice sensible, safe work habits.

# **Hazard Communication Program**

This is a comprehensive six-part program to insure and safeguard employees' health by providing a guide for compliance to the state law and OSHA.

The scope of the program is to provide the means for transmission of information to let employees know what hazardous chemicals they might be exposed. This will include a list of all hazardous chemicals; appropriate labels and marking of hazardous chemicals; MSDS for all person; and training of employees.

The first part of our six-point program is Chemical Listing. All chemicals used and stored by the City will be inventoried and listed to determine which are hazardous. Also, all chemicals ordered will include within the P.O. a request for a MSDS and proper labeling.

The second part is Labeling and Placarding. All containers of hazardous chemicals, regardless of size, will be labeled or signed. The original labels must not be removed unless a different material is

substituted. All labels must include the name of the substance in the container; hazard warnings and name and address of the manufacturer or distributors list. The exception to this is the portable container rule: if you fill a portable container from a larger labeled container and use it yourself on your shift it does not have to be labeled.

The third part is Training: All employees will be trained along with volunteers or anyone coming into contact with hazardous chemicals. This training is to take place prior to beginning the job or prior to working with a hazardous chemical for the first time. Contractors must be notified prior to them working around our hazardous chemicals and they must notify us prior to exposing City employees to hazardous chemicals.

# **Community Right-to-Know**

All information on hazardous chemicals will be made available to the public upon request during normal business hours. Copies of information can be obtained at our current copy charge rates.

# **Emergency Response**

The City will submit a list of all hazardous chemicals, which are present in significant amounts to the Grinnell Fire Department by certified letter. This list is to be updated as the materials in use change. Also, the Bureau of Labor must approve this arrangement.

Finally, records must be kept to include hazardous chemical lists; the location of MSDS and employee training records.

This completes the review of our Hazardous Communication Program.

The rest of employees training will include availability and interpretation of MSDS; labeling procedures; physical and health hazard; protective procedures to include detection and observance of hazardous chemicals; protective equipment required and procedures for non-routine tasks. Supervisors because of the many different hazardous chemicals each department could come into contact will provide this training.

# **Bloodborne Pathogens**

#### **Employees covered**

Employees that perform tasks that meet one of the following descriptions shall be covered under this program:

- a. Tasks that involve actual or potential for mucous membrane or skin contact with blood, body fluids or tissues.
- b. Tasks that involve no exposure to blood, bodily fluid or tissues, but employment may require exposure in an emergency.

A list of job classifications of covered employees is maintained as an appendix to this program. The tasks that may result in occupational exposure will be included for each classification as well as the personal protective equipment that is provided to the employees.

#### Personal protective equipment

Personal protective equipment (PPE) shall be provided to employees based on the exposure review consistent with the PPE policy of the City of Grinnell.

Contaminated equipment and clothing shall be cleaned, laundered or disposed of by each department. Employees shall not be allowed to take contaminated clothing home to launder.

Departments may contract with outside firms for laundry services. Each department shall post the name of the contracted laundry firm and designate an area where contaminated clothing shall be stored prior to pickup. Employees will not be charged for laundry service of contaminated clothing.

# **Universal precautions**

Employees must comply with the following precautions if exposed to blood or blood products:

- Wash hands after any potential exposures as soon as practical. Bottles of waterless hand soap may be issued to all employees working at locations without water sources.
- b. Use necessary PPE with limited exception.
- c. Contaminated sharps, glass or needles must be disposed in a puncture resistant and leak proof container with proper warning labels.
- d. Disinfect respirators after each use.
- e. Employees with cuts or scrapes on their hands while preparing food must use food preparation gloves.
- f. Eating, drinking, smoking, applying makeup or handling contact lenses is prohibited in work areas where there is a reasonable likelihood of exposure.

#### **Employee information and training**

Any covered employee or those who supervise covered employees must receive training as required by Section 1910.1030(g)(2). Training will include:

- a. an accessible copy of the regulatory text of this standard and an explanation of its contents;
- b. a general explanation of the epidemiology and symptoms of blood-borne diseases;
- c. an explanation of the modes of transmission of blood-borne pathogens;
- d. an explanation of the employer's exposure control;

- e. an explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious materials;
- f. an explanation of the use and limitations of methods that will prevent or reduce exposure including appropriate engineering controls, work practices, and PPE;
- g. information on the types, proper use, location, removal, handling, decontamination and disposal of PPE:
- h. an explanation of the basis for selection of PPE;
- i. information on the Hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine and vaccination will be offered free of charge;
- j. information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials;
- k. an explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available;
- 1. information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident;
- m. an explanation of the signs and labels or color coding.

Training will be conducted by a competent person as demonstrated by knowledge and experience. The name of the trainer, qualifications, training materials used, course content and date of training will be documented. Every employee will be trained prior to undertaking any task where exposure could exist and retrained annually.

# Housekeeping

All work-sites and vehicles will be maintained in a clean and sanitary condition. Each department must determine and implement an appropriate written schedule for cleaning and method of decontamination based upon the location, type of surface to be cleaned, type of soil present and tasks or procedures being performed in the area.

All contaminated equipment or locations shall be cleaned up as soon as feasible using the universal precautions. All bins, pails, cans and similar receptacles intended for reuse that have a reasonable likelihood for becoming contaminated with blood or other potentially infectious materials should be inspected and decontaminated on a regularly scheduled basis and cleaned and decontaminated immediately or as soon as possible upon visible contamination. Biohazard bags and containers will be provided for contaminated material disposal.

#### Hepatitis B vaccination and post-exposure evaluation and follow-up

Hepatitis B vaccine and vaccination series will be provided free of charge to all employees who have occupational exposure, including post-exposure evaluations and follow-ups for all employees who have had an exposure incident. Medical evaluations and procedures, including the Hepatitis B vaccine and vaccination series, and post-exposure evaluation and follow-up, including prophylaxis, will be performed by or under supervision of a licensed physician.

Employees seeking Hepatitis B vaccinations, post-exposure review or other medical procedures under this program shall use the City of Grinnell designate health car provider.

Employees accepting or declining the Hepatitis B vaccinations shall complete the consent form The forms and other medical records shall be maintained in the employees' confidential medical file.

# **Post-exposure procedures**

Employees subjected to an exposure incident must:

- a. immediately report exposure incident to a supervisor,
- b. complete employee's incident report within 12 hours of exposure, and
- c. report to designated health care provider for post exposure evaluation, care and counseling.
- d. If exposure was made from another individual request that individual to be tested. Expenses of testing of this person will be covered. This can only be a request on the outside individual and will not be mandatory.

# Violation of blood-borne pathogens/exposure control program

Employees who violate procedures will be disciplined according to the personnel policy. Employees will also be required to attend retraining on the procedures or policies that were violated.

# Cardio Pulmonary Resuscitation (CPR) & Automated External Defibrillator (AED)

All employees are required to be trained in CPR and AED every two years. Not all employees are required to be certified by the American Heart Association or the American Red Cross unless their job description requires them to be. Employees participating in auditing classes, non-certification classes, will not incur an expense to take the training.

Automated External Defibrillators are located the Drake Community Library and the Grinnell Mutual Family Aquatic Center. When the aquatic center is closed the machine is located at the Grinnell Athletic & Recreation Center with the Parks and Recreation Department.

# **First Aid Supplies**

First Aid supplies such as gauze, Band-Aids, breathing barriers, gloves should be available to all employees and the public inside a city owned or leased property. The supply of these materials should be checked often and restocked as necessary.

#### **Excavations**

The person designated as the competent person on an excavation site shall have the authority to stop all work to correct or eliminate dangerous conditions.

The competent person shall be responsible for the following:

- 1. inspection of excavation site prior to digging
- 2. call One Call
- 3. conducting appropriate soils tests (See soils analysis checklist form-page 7),
- 4. inspecting equipment
- 5. determining appropriate protection plans
- 6. installation of shoring or trench boxes
- 7. monitoring water removal if necessary
- 8. testing for hazardous atmospheres if necessary
- 9. daily inspections or inspections after changing conditions (See daily trenching log-page 9)
- 10. compliance by employees with safety rules
- 11. maintaining documentation of inspections and tests

# **Employee Information and Training**

In addition to employees with competent person training, any employee working at an excavation site or those who supervise employees working at an excavation site shall receive training as required by Section 1926.650. Training will include:

- g. an overview of Section 1926.651- (See Appendix A- page 14)
- h. role of competent person at excavation site
- i. the details of this program
- j. measures employees must use to protect themselves from hazards
- k. overview of protective systems available to employees and correct installation
- 1. who to contact for more information

Training will be conducted by a competent person as demonstrated by knowledge and experience. The name of the trainer, qualifications, training materials used, course content and date of training shall be documented. Every employee shall be trained prior to working at an excavation site and retrained annually.

#### **Protective Systems**

The person that is designated as the competent person for an excavation site shall determine the appropriate protective system for that excavation site. In addition to sloping, other protective systems available for use are listed in the protective system form.

For all excavations 20 feet or deeper, a registered engineer shall design the protective system.

# **Violation of Excavation Safety Program**

Employees who violate the excavation safety procedures will be disciplined according to the personnel policy. Employees will also be required to attend retraining on the procedures or policies that were violated.

# **Permit Required Confined Spaces Entry Program**

# Confined spaces evaluations and inventory

A competent person shall inspect and inventory all work locations to determine if confined spaces as defined by Section 1910. 146 exist. A copy of the inventory shall be attached to the written procedures and updated as needed.

#### **Definitions**

- "Confined space" means a space that:
  - (1) is large enough and so configured that an employee can bodily enter and perform assigned work; and
  - (2) has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits); and
  - (3) is not designed for continuous employee occupancy.
- "Permit-required confined space (permit space)" means a confined space that has one or more of the following characteristics:
  - (1) contains or has a potential to contain a hazardous atmosphere;
  - (2) contains a material that has the potential for engulfing an entrant;
  - (3) has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section; or (4) contains any other recognized serious safety or health hazard.
- "Attendant" means an individual stationed outside one or more permit spaces who monitors the authorized entrants and who performs all attendant's duties assigned in the employer's permit space program.
- "Authorized entrant" means an employee who is authorized by the employer to enter a permit space.
- "Entry" means the action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.
- "Entry permit (permit)" means the written or printed document that is provided by the employer to allow and control entry into a permit space and that contains the information required by this section.
- "Entry supervisor" means the person (such as the employer, foreman, or crew chief) responsible for
  determining if acceptable entry conditions are present at a permit space where entry is planned, for
  authorizing entry and overseeing entry operations, and for terminating entry as required by this
  section.
  - NOTE: An entry supervisor also may serve as an attendant or as an authorized entrant, as long as that person is trained and equipped as required by this section for each role he or she fills. Also, the duties of entry supervisor may be passed from one individual to another during the course of an entry operation.

- "Hazardous atmosphere" means an atmosphere that may expose employees to the risk of death, incapacitation or impairment of ability to self-rescue.
- Other definitions can be found in the attached copy of the Section 1910.146 standard.

#### Lockout/tagout procedures

If the hazard evaluation determines that lockout or tagout procedures are required to safely perform a task in a permit required space, employees shall refer to the *entity's* lockout /tagout policy for proper procedures.

#### **Hazardous communications**

If hazardous substances are present in the confined space during entry (i.e. cleaning chemicals), a copy of the MSDS for the substances must be available at the entry site.

# **Employee Information and Training**

Any employee authorized or affected by entry into a permit required confined space shall receive training as required by Section 1910.146(c) (7). Training will include:

- m. an overview of Section 1910.146, See Appendix A, page 10,
- n. the details of this program,
- o. general hazards associated with confined spaces in the workplace,
- p. the selection and use of proper personal protective equipment,
- q. explanation of permit system,
- r. duties of entrants and attendants,
- s. recognizing hazards,
- t. proper use and care of atmospheric testing equipment including field calibration,
- u. emergency response procedures, and
- v. use of emergency rescue equipment.

A competent person as demonstrated by knowledge and experience shall conduct the training. The name of the trainer, qualifications, training materials used, course content and date of training must be documented.

#### **Emergency response team**

Before a permit required confined space entry, the emergency rescue team must be notified.

The rescue team shall practice making permit space rescues at least once every 12 months, by means of simulated rescue operations in which they remove dummies, manikins or actual persons from the actual permit spaces or from representative permit spaces. Representative permit spaces shall, with respect to opening size, configuration and accessibility, simulate the types of permit spaces from which rescue is to be performed.

# Violation of permit required confined spaces program

Employees who violate the permit required confined spaces procedures will be disciplined according to the personnel policy. Employees will also be required to attend retraining on the procedures or policies that were violated.

#### PORTABLE FIRE SUPRESSION

# **General Requirements**

- A The City shall provide fire extinguishers and shall mount, locate and identify them so that they are readily accessible to employees without subjecting the employees to possible injury.
- B. Only fire extinguishers which have been listed or approved by a nationally recognized testing laboratory shall be used to meet the requirements of this policy. EXAMPLE: Underwriter's Laboratories "UL Listed".
- C. Portable fire extinguishers using carbon tetrachloride or chlorobromomethane extinguishing agents shall not be used.
- D. To assure that portable fire extinguishers are maintained in a fully charged and operable condition and kept in their designated places at all times (except during use), the following shall be adhered to:
  - 1. An inspection of each portable fire extinguisher shall be made monthly by each department supervisor or their designated person. All fire extinguishers located within the respective departments shall be inspected.
  - 2. An inspection sheet shall be filled out completely by the supervisor or their designated person.

The following information shall be noted on the inspection sheet:

- a. Location of extinguisher
- b. Type of extinguisher: A, B, C
- c. Serial number of extinguisher
- d. Date (year) stamped on extinguisher
- e. Time and date inspected
- f. Fully charged
- g External visual examination
- h. Comments on the unit
- i. Signature of inspector

After completion, a copy shall be sent to the City Clerk to be kept on file.

#### **Selection and Distribution**

- A. Portable fire extinguishers shall be provided for employee use and selected and distributed based on classes of anticipated workplace fires and on the size and degree of hazard which would affect their use.
- B. Portable fire extinguishers for use by employees on Class A fires shall be located so that the travel distance for employees to any extinguisher is seventy-five feet (75') or less.
- C. Portable fire extinguishers for use by employees on Class B fires shall be located so that the travel distance from the Class B hazard area to any extinguisher is fifty feet (50') or less.

D. Portable fire extinguishers for use by employees on Class C fires shall be located so that the travel distance from the Class C hazard area to any extinguisher is fifty feet (50') or less.

# **Inspection, Maintenance and Testing**

- A. The City shall be responsible for the inspection, maintenance, and testing of all portable fire extinguishers in the workplace.
- B. The City of Grinnell's Fire Department shall perform an annual maintenance check on all City owned portable fire extinguishers.
  - 1. Stored pressure extinguishers do not require an internal examination.
  - 2. The Fire Department shall record the annual maintenance date and retain this record for one year after the last entry or the life of the shell, whichever is less. The City Clerk shall receive a copy of the annual maintenance check and keep on file.
- C. Stored pressure dry chemical extinguishers that require a 12-year hydrostatic test shall be emptied and subjected to applicable maintenance procedures every six (6) years. THIS WILL BE PERFORMED BY THE CITY OF GRINNELL FIRE DEPARTMENT.
  - 1. Maintenance procedures shall include a thorough examination of the three basic elements of an extinguisher:
    - a. Mechanical parts
    - b. Extinguishing agent
    - c. Expelling means
  - 2. Dry chemical extinguishers having non-refillable dispensable containers are exempt from this requirement.
- D. Extinguishers out of service for maintenance or re-charge shall be replaced by spare extinguishers of the same type and at least equal rating.
- E. Hydrostatic testing. In lieu of hydrostatically testing of portable fire extinguishers, they shall be taken out of service, disposed of, and replaced with a new extinguisher of the same type and at least equal rating.
  - 1. The same applies to the following conditions:
    - a When the cylinder or shell threads are damaged.
    - b. When there is corrosion that has caused pitting, including corrosion under removable name plate assemblies.
    - c. When the fire extinguisher has been burned in a fire.

#### **Training and Education**

The City of Grinnell Fire Department shall provide training and education in the uses of fire extinguishers, as well, as hazards involved with incipient stage fire fighting.

When selecting the appropriate type of fire extinguisher, it is important to think about extinguishing agents. Each class of fire is best fought by a specific extinguishing agent. You will find a color-coded box on your fire extinguisher identifying which classes of fire it can be used for, and the type of fire extinguishing agent it contains.

The following is a list of commonly used fire extinguishing systems and their corresponding classes of fire. The classes are indicated in parentheses such as (A, B, C):

# **Multi-Purpose Dry Chemical (A, B, C)**

A dry chemical agent called mono ammonium phosphate. The chemical is non-conductive and can be mildly corrosive if moisture is present. In order to avoid corrosion, it is necessary to scrub and thoroughly cleanup the contacted area once the fire is out. A dry chemical fire extinguisher is usually used in schools, general offices, hospitals, homes, etc.

#### Regular Dry Chemical (B, C)

A dry chemical agent called sodium bicarbonate. It is non-toxic, non-conductive and non-corrosive. It is easy to cleanup, requiring only vacuuming, sweeping or flushing with water. Extinguishers with sodium bicarbonate are usually used in residential kitchens, laboratories, garages, etc.

#### Carbon Dioxide (B, C)

Carbon dioxide removes oxygen to stop a fire but has limited range. It is environmentally friendly and leaves no residue, so cleanup is unnecessary. Extinguishers with carbon dioxide are usually used in contamination-sensitive places such as computer rooms, labs, food storage areas, processing plants, etc.

#### Halotron (A, B, C)

A vaporizing liquid that is ozone friendly and leaves no residue. Because it requires no cleanup, fire extinguishers with halotron are ideal for computer rooms, telecommunication areas, theaters, etc.

#### Foam (A, B)

Foam floats on flammable liquids to tame the fire and helps prevent re-flashes. To cleanup the affected area, it must be washed away and left to evaporate. Fire extinguishers with foam are usually used in garages, homes, vehicles, workshops, etc.

# Purple K Dry Chemical (B, C)

A dry chemical called potassium bicarbonate. It is non-conductive and non-corrosive. Clean up requires vacuuming, sweeping or flushing with water. Extinguishers with potassium bicarbonate are usually used in military facilities, oil companies, vehicles, etc.

#### Water (A)

The most common agent is water; however, it cannot be used for class B or C fires because it is conductive. Water-based fire extinguishers are usually used in stockrooms, schools, offices, etc

Fuel Source	Class of Fire	Type of Extinguisher (Extinguishing Agent)
Ordinary combustibles (e.g. trash, wood, paper, cloth)	A	Water; chemical foam; dry chemical*
Flammable liquids (e.g. oils, grease, tar, gasoline, paints, thinners)	В	Carbon dioxide (CO2); halon**; dry chemical; aqueous film forming foam (AFFF)
Electricity (e.g. live electrical equipment)	C	CO2; halon; dry chemical
Combustible metals (e.g. magnesium, titanium)	D	Dry powder (suitable for the specific combustible metal involved)

<sup>\*</sup> Dry chemicals, CO2 and halon can be used on Class A fires, but may not be effective on their own. They need to be supplemented with water.

Inspect fire extinguishers at least once a month (more often in severe environments). Fire extinguisher maintenance is important for everyone's safety.

#### You must ensure that:

- The extinguisher is not blocked by equipment, coats or other objects that could interfere with access in an emergency.
- The pressure is at the recommended level. On extinguishers equipped with a gauge, the needle should be in the green zone not too high and not too low.
- The nozzle or other parts are not hindered in any way.
- The pin and tamper seal (if it has one) are intact.
- There are no dents, leaks, rust, chemical deposits and/or other signs of abuse/wear. Wipe off any corrosive chemicals, oil, gunk etc. that may have deposited on the extinguisher.

Some manufacturers recommend shaking your dry chemical extinguishers once a month to prevent the powder from settling/packing.

Fire extinguishers should be pressure tested (a process called hydrostatic testing) after a number of years to ensure that the cylinder is safe to use. Consult your owner's manual, extinguisher label or the manufacturer to see when yours may need such testing.

If the extinguisher is damaged or needs recharging, replace it immediately!

<sup>\*\*</sup> Halon extinguishers are no longer made but some may still be in use. Dangerous gases are formed when halon is used to put out fires. Wear proper respiratory equipment, particularly in enclosed spaces. After use, do not allow anyone to enter the area until it has been well ventilated.

IMPORTANT: Recharge all extinguishers immediately after use regardless of how much they were used.

What is the difference between a fire extinguisher inspection and fire extinguisher maintenance?

#### **INSPECTION**

An inspection is a "quick check" to give reasonable assurance that a fire extinguisher is available, fully charged and operable. The value of an inspection lies in the frequency, regularity, and thoroughness with which it is conducted. The frequency will vary from hourly to monthly, based on the needs of the situation. Inspections should always be conducted when extinguishers are initially placed in service and thereafter at approximately 30-day intervals.

#### **MAINTENANCE**

Fire extinguishers should be maintained at regular intervals (at least once a year), or when specifically indicated by an inspection. Maintenance is a "thorough check" of the extinguisher. It is intended to give maximum assurance that an extinguisher will operate effectively and safely. It includes a thorough examination and any necessary repair, recharging or replacement. It will normally reveal the need for hydrostatic testing of an extinguisher.

Read more about the importance of <u>fire extinguisher maintenance</u> and what can occur in the case of non-maintenance.

# **Emergency Action Plan**

Each city owned or leased property should have an Emergency Action plan. Each facility should practice their plans annually. Signage should be posted to designate shelter areas that are clear and visible to the public. All Emergency Exits should have illuminated signage that is checked monthly. Emergency Action Plans should include but are not limited to Fire Escapes, Tornado shelter areas and severe weather.

# **Slips Trips and Falls**

The National Safety Council provides the following definitions:

**Slips** – where there is too little friction or traction between the footwear and the walking surface that cause sudden imbalance

**Trips** – when your foot collides (strikes, hits) an object causing you to lose your balance and or eventually fall.

We discuss and provide information to employees to protect you from work-related injury, some of this information can also be used to prevent slip, trip and fall incidents involving the public visiting your buildings and facilities.

There are eight components to look at to prevent slips, trips and falls. The Slips, Trips & Fall Handbook from the IMWCA provides the detailed information on the following topics.

- 1. Weather Related Strategies
- 2. Vehicles and Equipment
- 3. Shop Safety
- 4. Stairs

- 5. Carpet, Cords and More
- 6. Elevated Work
- 7. Wet Floors
- 8. Health

#### LOCKOUT, TAGOUT AND TRYOUT PROCEDURE

#### POLICY STATEMENT

Everyone who works on or near equipment that is powered by an energizing source such as electricity, hydraulics, air, steam or gas shall lockout, tagout and tryout the equipment prior to performing any work.

#### **SCOPE**

- A. This policy applies to all employees. The following are minimum requirements only and ARE NOT TO BE CONSTRUED AS ALL-ENCOMPASSING.
- B. Lockouts are required when:
  - 1. The energizing of a piece of equipment exposes an employee to a hazard when they are working on or near that piece of equipment.
  - 2. The operation of a piece of equipment may cause damage to that equipment.
  - 3. It is necessary to prevent the unauthorized use of equipment.

#### GENERAL INFORMATION

#### A. Definitions:

- l. Lockout device a device that utilizes a positive means such as a lock, to hold an energy isolating device in the safe position and prevent the energizing of equipment.
- 2. Lockout the placement of a lockout device on an energy isolating device, ensuring that the energy isolating device and the equipment being controlled cannot be operated until the lockout device is removed. Lockout devices will always be used with tagout devices.
  - a Electrical lockout shall mean disconnecting the conductors of a circuit from the "source" of electric current by <u>pulling</u> a disconnect switch and attaching a lock and tag.
  - b. Equipment powered by hydraulics, air, gas, or steam shall be locked and tagged in the following manner:
    - 1. Close the supply valve, chain and lock.
    - 2 Bleed the line or lines and disconnect or blank.
- 3. Tagout device a prominent warning device, such as a tag and the means of attachment, which can be securely fastened to an energy isolating device to indicate that the energy isolating device and equipment being controlled may not be operated until the tagout device is removed.
- 4. Tagout the placement of a tagout device on an energy isolating device, to indicate that the energy isolating device and the equipment being controlled may not be operated until the tagout device is removed. Tagout devices will always be used with lockout devices.

- a A "RED" faced DANGER tag shall be used when locking out and/or tagging systems energized by electricity, hydraulics, air, steam, combustible and/ or explosive gas lines; AND CORRECTLY FILLED OUT.
- b. All DANGER tags shall contain the following information when correctly filled out:
  - 1. Tag attached by (name and dept.)
  - 2 Reason tag is attached
  - 3. Signed by department supt.
  - 4. Date and time off (lockedout/taggedout)
  - 5. Date and time on (equipment put back into service)
- 5. Individual lock is a lock issued to an employee for his own use and personal protection. The lock shall be issued to the employee with one key. Each department supervisor shall retain a duplicate key to each of their employee's locks. This key may be used <u>only</u> in accordance to Section C, item number 2, of the Lockout, tagout, and tryout procedure.
- 6. Departmental lock is a lock placed by a supervisor to protect his crew or equipment. The department shall retain all keys.
- 7. Lockout locks the Master 3LF series lock shall be used as the standard safety lock for the City of Grinnell.
  - a. Each employee, who, during the course of his/her work has cause to lock out equipment shall be issued by his/her supervisor a. lock.
  - b. Supervisors shall control lock issuance, maintain records and assure each lock can be identified with receiving employee (stamp employee's name on the lock, also by lock number).
  - 8. Gang-lock mechanism in situations where more than one individual is involved, a gang-lock mechanism may be used so that all individuals can attach their safety locks.

### LOCKOUT TAGOUT AND TRYOUT PROCEDURE

#### A. Locking out <u>Any</u> equipment:

- 1. Before starting work on any piece of equipment requiring a lockout, an employee must first obtain permission from the department supervisor responsible for the equipment. Also, if proper locking sequence is in question, check with the department supervisor responsible for the equipment.
- 2 Equipment must be shut off at the appropriate energy source and any lines bled if necessary. This will ensure that the proper equipment is de-energized and locked out.
- 3. The lockout shall be made at the energy source (disconnect switch), by the employees performing the work. Switches or breakers on control panels or substations will be thrown or pulled by department personnel and locked out and tagged by the employees performing the work.
- 4. Each person who works on a "Locked Out" piece of equipment shall place his lock and tag on the equipment. When this is not feasible due to large numbers of people working on the equipment, the supervisor of that department shall be responsible for locking out and tagging the piece of equipment, with a department lock and tag.

- a. When department locks are used, they shall be identified with the department name and identification number. The City office shall maintain records as to which department supervisor a lock has been issued.
- 5. When more than one department is working on equipment, each department shall lock and tag out the system. No department or individual shall work under another departments lock and tag.
- 6. When there is doubt as to the location of the proper disconnect switch, the department supervisor shall be contacted to see that the proper disconnect switches are opened to deenergize the system or equipment. Personnel other than supervisors are only allowed to pull enclosed switches.

#### B. Tryout Procedure:

- 1. The department or individuals performing the work shall after <u>locking out and tagging out</u> the switch or switches attempt to operate the equipment before beginning work on the equipment.
- 2. The person trying out the equipment shall always push the stop buttons after testing.
- 3. If the equipment <u>DOES</u> energize, push the stop button and immediately contact your supervisor.

#### C. Removal of locks and tags:

- 1. Each person shall personally remove his/her own lock and tag. It shall be a safety violation to remove another persons lock and/or tag.
- 2. When an employee has left his lock and tag on for an unknown reason and it has to be removed, the following shall be adhered to:
  - a If the person is working, they shall remove the lock and tag.
  - b. If the employee has left work, every effort shall be made to contact him, to determine the reason for leaving the lock and tag.
  - c. If the employee cannot be located either at work or at home, their department supervisor along with another department employee, must check out the equipment and make sure it is safe to remove the lock and tag. The safety lock and tag can then be removed. Before the employee resumes work the supervisor must present the employee with his/her personal lock and tag, which has been removed.
- 3. If work extends into subsequent shifts and individual locks and tags are being used, the original shift shall remove their own locks and tags at the end of their shift. The persons involved on all subsequent shifts shall lockout, tagout and tryout again in accordance with the procedure.

#### PROCEDURE FOR EQUIPMENT THAT CANNOT BE "PHYSICALLY" LOCKED OUT

Due to the age and design of some equipment within the City, it is not possible to "physically" lockout some equipment. Every effort should be made to secure a device to the system so that it can be physically locked out. For switches and valves where lockout provisions are not provided, department supervisors shall be notified in writing so that inadequacies can be corrected.

#### A. Electrical equipment:

- 1. Breakers or fuses shall be placed in "open" position, pulled from the cell where necessary and then tagged by the department or individual performing the work.
- 2. Knife switches on an open switch shall be pulled and tagged and access to it restricted by a barrier or enclosure.
- 3. Danger tags shall be placed on all open breakers and other strategic locations by the department or individuals involved, notifying all people in the area that the equipment is being repaired.

#### B. Other energized equipment:

The following are other types of safeguards that shall be taken when it is <u>impossible</u> to physically lock out the equipment:

- 1. Blanks in lines.
- 2. "Break lines and drop section out on all sides of work being performed.
- 3. Physically disconnect and tag the energy supply to the equipment to be repaired.

#### LOCKOUT PROCEDURE FOR CONTRACTORS

- A. When it is necessary for contractors to lockout and tag equipment, the following procedure will be followed:
  - 1. Whenever outside servicing personnel are to be engaged in activities covered by the scope and application of this standard, the City and the outside employer shall inform each other of their respective lockout/ tagout procedures.
  - 2 The City shall ensure that it's personnel understand and comply with restrictions and prohibitions of the outside employer's energy control procedures.
- B. There will be no exceptions to this rule

#### TESTING OR POSITIONING OF EQUIPMENT

- A. In situations in which lockout and tagout devices must "be temporarily removed from the energy isolating device and the equipment energized to test or position the equipment, the following shall be required:
  - 1. The work *area*, shall be inspected to ensure that non-essential items have been removed and to ensure that equipment components are operationally intact.
  - 2. The work area shall be checked to ensure that all employees have been safely

positioned or removed.

- 3. Each lockout and tagout device shall be removed from each energy isolating device by the employee who applied the device,,
- 4. Energize and proceed with testing or positioning,
- 5. De-energize all systems and follow the lockout, tag out and tryout procedures before continuing the servicing and/or maintenance,

#### EQUIPMENT LOCKOUT/TAGOUT RELEASE PROCEDURE

- A Before lockout and tagout devices are removed and energy is restored to the equipment, procedures shall be followed and actions taken by the authorized employee(s) to ensure the following:
  - 1. Equipment. The work area shall be inspected to ensure that nonessential items have been removed and to ensure that equipment components are operationally intact.
  - 2 Employees. The work area shall be checked to ensure that all employees have been safely positioned or removed.
    - a. Before lockout and tagout devices are removed and before equipment is energized, affected employees shall be notified that the lockout and tagout devices have been removed.
  - 3. Lockout and tagout devices removal. Each lockout and tagout device shall be removed from each energy isolating device by the employee who applied the device

#### POWERED INDUSTRIAL LIFT TRUCKS

#### **Policy Statement**

Everyone that uses or is near a lift truck shall adhere to the requirements of this policy.

#### **Scope**

- A. The requirements of this policy apply to the training, use, and maintenance of lift trucks.
- B. This policy is not to be construed as all-encompassing.

#### **General Requirements**

- A. The user shall see that all name-plates and markings are in place and are maintained in a legible condition.
- B. Modification and additions which affect capacity and safe operation shall not be performed by the user without the manufacturer's written approval.

#### **Dockboards**

- A. Dockboards shall be strong enough to carry the load imposed on them.
- B. Portable dockboards shall be secured in position, either by being anchored or equipped with devices which will prevent their slipping.
- C. Handholds, or other effective means, shall be provided on portable dockboards to permit safe handling.
- D. Positive protection shall be provided to prevent trailers from being moved while dockboards are in position.

#### **Trucks**

- A. The brakes of highway trucks shall be set and wheel chocks placed under the rear wheels to prevent the trucks from rolling while they are boarded with powered industrial trucks.
- B. Rear wheels of trailers shall always be chocked when being boarded with powered industrial trucks when the trailer is not coupled to a tractor.
- C. Fixed jacks may be necessary to support a semitrailer and prevent upending during the loading or unloading when the trailer is not coupled to a tractor.

#### **Operator Training**

A. Only trained and authorized operators shall be permitted to operate a powered industrial truck.

#### **Truck Operations**

A. Trucks shall not be driven up to anyone standing in front of a bench or other fixed object.

- B. No person shall be allowed to stand or pass under the elevated portion of any truck, whether loaded of empty.
- C. Unauthorized personnel shall not be permitted to ride on powered industrial trucks.
- D. The operator shall not place arms or legs between the uprights of the mast or outside of the running lines of the truck.
- E When a powered industrial truck is left unattended, load engaging means shall be fully lowered, controls shall be neutralized, power shall be shut off, and brakes set. Wheels shall be blocked if the truck is parked on an incline.
  - a A powered industrial truck is unattended when the operator is 25 feet or more away from the vehicle which remains in their view, or whenever the operator leaves the vehicle and it is not in view.
  - b. When the operator of an industrial truck is dismounted and within 25 feet of the truck still in their view, the load engaging means shall be fully lowered, controls neutralized, and the brakes set to prevent movement.
- F. A safe distance shall be maintained from the edge of ramps or platforms while on any elevated dock or platform. Trucks shall not be used for opening of closing freight doors.
- G. Brakes shall be set and wheel blocks shall be in place to prevent movement of trucks or trailers. Fixed jacks may be necessary to support a semitrailer during loading or unloading when the trailer is not coupled to a tractor. The flooring of trucks and trailers shall be checked for breaks and weakness before they are driven onto.
- H. There shall be sufficient headroom under overhead installations, lights, pipes, sprinkler systems, etc..
- I. An overhead guard shall be used as protection against falling objects. It should be noted that an overhead guard is intended to offer protection from the impact of small packages, boxes, bagged material, etc. representative of the job application, but not to withstand the impact of a falling capacity load.
- J. A load backrest extension shall be used whenever necessary to minimize the possibility of the load or part of it from falling rearward.

#### **Traveling**

- A. The driver shall be required to slow down and sound the horn at cross aisles and other locations where vision is obstructed. If the load being carried obstructs forward view, the driver shall be required to travel with the load trailing.
- B. The driver shall be required to look in the direction of, and keep a clear view of the path of travel.
- C. Grades shall be ascended or descended slowly.
  - a When ascending or descending grades in excess of 10 percent, loaded trucks shall be driven with the load upgrade.
  - b. On all grades the load and load engaging means shall be tilted back if applicable, and raised only as far as necessary to clear the road surface.

- D. Under all travel conditions the truck shall be operated at a speed that will permit it to be brought to a stop in a safe manner.
- E Stunt driving and horseplay shall not be permitted.
- F. The driver shall be required to slow down for wet and slippery floors.
- G. Dockboards shall be properly secured before they are driven over. Dockboards shall be driven over carefully and slowly and their rated capacity never exceeded.
- H. Running over loose objects on the roadway surface shall be avoided.
- I. While negotiating turns, speed shall be reduced to a safe level by means of turning the hand steering wheel in a smooth, sweeping motion. Except when maneuvering at a very low speed the hand steering wheel shall be turned at a moderate, even rate.

### Loading

- A. Only stable or safely arranged loads shall be handled. Caution shall be exercised when handling off-center loads which cannot be centered.
- B. Only loads within the rated capacity of the truck shall be handled.
- C. A load engaging means shall be placed under the load as far as possible; the mast shall be carefully tilted backward to stabilize the load.
- D. Extreme care shall be used when tilting the load forward or backward, particularly when high tiering. Tilting forward with load engaging means elevated shall be prohibited except to pick up a load. An elevated load shall not be tilted forward except when the load is in a deposit position over a rack or stack. When stacking or tiering, only enough backward tilt to stabilize the load shall be used.

#### **Operation of the Truck**

- A. If at any time a powered industrial truck is found to be in need of repair, defective, or in any way unsafe, the truck shall be taken out of service until it has been restored to safe operating condition.
- B. No truck shall be operated with a leak in the fuel system until the leak has been corrected.

#### **Maintenance of Industrial Trucks**

- A. Any power operated industrial truck not in safe operating condition shall be removed from service. All repairs shall be made by authorized personnel.
- B. Trucks in need of repairs to the electrical system shall have the battery disconnected prior to such repairs.
- C. All parts of any such industrial truck requiring replacement shall be replaced only by parts equivalent as to safety with those used in the original design.
- D. Industrial trucks shall not be altered so that the relative positions of various parts are different from what they were when originally received from the manufacturer, nor shall they be altered either by the addition of extra parts not provided by the manufacturer of by the elimination of any parts. Additional counter-weighing of the fork trucks shall not be done unless approved by the truck manufacturer.

- E Industrial trucks shall be examined before being placed in service, and shall not be placed in service if the examination shows any condition adversely affecting the safety of the vehicle. Such examination shall be made at least daily.
- F. When the temperature of any part of the truck is found to be in excess of its normal operating temperature, thus creating a hazardous condition, the vehicle shall be removed from service and not returned to service until the cause for such overheating has been eliminated.
- G. Industrial trucks shall be kept in a clean condition, free of lint, excess oil, and grease.

#### **Proper Fuel Procedure**

- A. Smoking is prohibited in refueling areas.
- B. LP Cylinder Changing Procedure
  - 1. Shut off valve on cylinder.
  - 2. Let engine idle until it stops.
  - 3. Shut off ignition switch.
  - 4. Disconnect coupling.
  - 5. Open hold-down straps, put empty tank in proper storage area, fastened securely to prevent falling over.
  - 6. Place full cylinder in mounting saddle, be sure to engage locating pin.
  - 7. Connect coupling.
  - 8. Open valve on cylinder slowly.
  - 9. Fasten hold-down straps.
  - 10. Choke engine and start.

### **Hand and Power Tool Safety**

Hand and Power Tool Safety is regulated by OSHA's 29 CFP 1926 Subpart I and 29 CFR 1910 Subpart P

Types of power Tools based on their power source:

- Electric
- Pneumatic
- Liquid Fuel
- Hydraulic
- Powder-actuated

All Safety switches and guards must remain on at all times

It is suggested that a tool checklist be near all tools and the tool should be inspected prior to each use PPE's are required to be worn at all times

#### **LADDER SAFETY**

Falls from portable ladders (step, straight, combination and extension) are one of the leading causes of occupational fatalities and injuries.

Read and follow all labels/markings on the ladder.

Avoid electrical hazards! – Look for overhead power lines before handling a ladder. Avoid using a metal ladder near power lines or exposed energized electrical equipment.

Always inspect the ladder prior to using it. If the ladder is damaged, it must be removed from service and tagged until repaired or discarded.

Do not use a self-supporting ladder (e.g., step ladder) as a single ladder or in a partially closed position.

Do not use the top step/rung of a ladder as a step/rung unless it was designed for that purpose. Portable Ladder Safety Tips TM

Always maintain a 3-point (two hands and a foot, or two feet and a hand) contact on the ladder when climbing. Keep your body near the middle of the step and always face the ladder while climbing (see diagram).

Only use ladders and appropriate accessories (ladder levelers, jacks or hooks) for their designed purposes.

Ladders must be free of any slippery material on the rungs, steps or feet.

Use a ladder only on a stable and level surface, unless it has been secured (top or bottom) to prevent displacement.

Do not place a ladder on boxes, barrels or other unstable bases to obtain additional height.

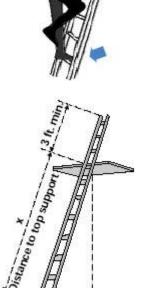
Do not move or shift a ladder while a person or equipment is on the ladder.

An extension or straight ladder used to access an elevated surface must extend at least 3 feet above the point of support (see diagram). Do not stand on the three top rungs of a straight, single or extension ladder.

The proper angle for setting up a ladder is to place its base a quarter of the working length of the ladder from the wall or other vertical surface (see diagram).

A ladder placed in any location where it can be displaced by other work activities must be secured to prevent displacement or a barricade must be erected to keep traffic away from the ladder.

Be sure that all locks on an extension ladder are properly engaged.



Do not exceed the maximum load rating of a ladder. Be aware of the ladder's load rating and of the weight it is supporting, including the weight of any tools or equipment.

#### For more complete information:

Occupational Safety and Health Administration
U.S. Department of Labor http://www.osha.gov/index.html (800) 321-OSHA

OSHA 3267-09N-05

#### Welding, Cutting and Brazing

Fire prevention techniques must be used during welding, cutting and brazing. Proper handling, transportation, use and storage of compressed gas cylinders is important.

Proper operating procedures need to be followed to ensure a safe means of welding and cutting. You must comply with OSHA 29CFR Part 1910 Subpart Q.

You must perform all welding in a designated area where all flammable material and rags have been removed and the area is well ventilated. A proper fire extinguisher must be present along with someone designated to operate it in case of an incident.

All cylinders must be stored in a well-protected, ventilated area 20 feet away from all flammable material.

Before lighting the torch purge the Acelytene and oxygen lines. Always light the acelytene first then open the oxygen. Safety devices important to prevent fires and/or explosion: Pressure Relief Valves, Backflow Preventers, Fuel Gas Hose – red (sometimes black), Oxygen Hose – green, Hose protection & Pressure-reducing regulators.

During Arc welding and cutting make sure that the machine is well grounded, all electrode connections must be cleaned and firmly attached. Do not use flammable gas cylinder or tanks as ground and make sure the area is dry and free of other hazards.

OSHA has divided health hazards for welding into two categories; Chemical and Physical.

PPEs that should be worn when welding include; hard hat, safety shield, safety gloves, safety glasses, safety shoes safety sleeves and apron and chaps.

#### CHAIN SAW USE AND SAFETY PROCEDURES

#### **POLICY STATEMENT:**

Everyone that uses or is near a chain saw shall adhere to the requirements of this policy.

#### **SCOPE:**

A. This policy applies to all employees. It shall be the responsibility of the employee to follow these requirements, for the care and use of all chain saws, in order to insure safety under normal conditions of usage. This policy is not to be construed as all encompassing.

#### INTRODUCTION

#### **REACTION FORCES:**

In the operation of a chain saw, engine torque is transferred to the chain. The energy is then used to cut wood. But to every force (action) there is always a reaction force in the opposite direction. Thus, if the chain contacts wood or any other obstruction where the chain is moving away form the operator, the operator will feel the saw being pushed toward him. And, when the work contact is made on the underside of the bar where the chain is moving toward the operator, the person will feel the saw being pulled away from him.

#### KICKBACK:

Is another reaction, the <u>MOST</u> dangerous of these reactive forces. It occurs only when solid contact with the moving chain is made at the upper quadrant of the bar nose. A violent kickback will occur any time the chain hits a solid object (or takes too large a cut) while rounding this top quadrant of the bar nose. For the instant that the chain is stopped cold, the engine drives the guide bar to rotate inside the chain loop. This results in a pin wheeling rotation of the chain, the saw, and the bar during which the bar nose kicks back in an arc towards the operator. This is kickback the most dangerous of the reactions which can cause loss of control.

#### **HOW TO MAINTAIN CONTROL:**

- A. You must keep the front handlebar diameter in the webbing between the thumb and index finger of your left hand. This grip helps maintain control of the saw and limits the possibility that your hand will come in contact with the chain.
- D. Hold the front handlebar close to the balance point of the saw (or where you can best oppose and absorb the push, pull and kickback forces of the saw without having it twist out of your grip.)
- C. Get a good grip on the rear handle.
- D. Maintain your balance on both feet, and do not reach above chest height with the saw engine, or reach so far forward that you could be drawn off balance by the saw's reactions.
- E Stand a bit to one side so that no point of your body is behind the chain line (in the line the will take if it kicks back).

#### HOW TO REDUCE THE CHANCE OF KICKBACK:

- A. Avoid letting the nose section of the saw contact any object.
- B. Avoid use of the nose section of the saw for cutting. Cut well back of the straight section of the bar.
- C. Be sure to keep your chain sharp and properly tensioned on the saw, because a loose or dull chain is apt to increase the chance of kickback.

- D. Use extreme caution when cutting brush, hedges and other "whippy" material. Cut only one piece at a time and make sure that the nose of the saw stays in the clear.
- E Never bore with the nose section of the saw.

#### PROTECTION FROM VIBRATION:

These are measures that can be taken by the operator to possibly reduce the effects of vibration:

- A. Keep your body warm in cold weather. When operating the saw wear gloves to keep the hands and wrists warm.
- B. Refrain from smoking.
- C. After each period of operation, exercises to increase blood circulation.
- D. Take frequent work breaks. Limit the amount of exposure per day.
- E Keep the saw well maintained, fasteners tightened and worn parts replaced.

#### **HEARING PROTECTION:**

Long or continuous exposure to high noise levels, such as involved in the operation of a chain saw, may cause permanent hearing impairment or other possible effects.

- A. All chain saw operators shall wear a hearing protection device.
- B. All persons helping around a chain saw in use shall wear a hearing protection device.

#### **EYE PROTECTION:**

- A. All chain saw operators <u>shall</u> wear eye protection at all times, including the operation of the saw and clean-up operations.
- B. All persons helping around a chain saw in use and during clean-up operations shall wear eye protection.

#### **HAND PROTECTION:**

A. Gloves shall be worn at all times during the operation and maintenance of the chain saw.

#### **HEAD PROTECTION:**

A. Hard hats SHALL be worn by employees at all times during the falling, bucking and clean-up operations.

#### YOUR PHYSICAL CONDITION:

- A. Work relaxed but stay alert.
- B. Take a break from work whenever you begin to tire.
- C. <u>Never</u> operate when tired or under the influence of alcohol or any drugs which may affect your balance, coordination or judgment.
- D. Always do any lifting job with you leg muscles, not your back.

#### PREPARING FOR USE DAILY

#### ATTENTION TO CHAIN AND GUIDE BAR:

- A. At the end of each day of cutting, clean the sawdust from the guide bar mounting pad, the clutch area and the clutch cover. Clean out sawdust from the chain groove in the guide bar.
- B. File and clean the saw chain.
- C. Each time the bar is removed, reverse its position (top for bottom on the saw) to distribute the wear.
- D. The sprocket nose of the guide bar may need a grease change every day of cutting. The proper time to change the grease is while the nose is still warm from operation and the old grease is still soft.

#### FLUIDS (FUEL AND CHAIN OIL) CHAIN OIL:

- A. Approved chain oils are recommended because it is designed for the chain oilers. Formulated with viscosity improvers, this oil remains free flowing in below freezing weather needs no dilution.
- B. Disapproved oils: Used, dirty or otherwise contaminated oils and any water based synthetic chain lubricants.
- C. Fill chain oil tank at the start. Then refill every time the engine is fueled.
- D. The rate of oil discharged depends on the engine speed. The higher the RPM, the more oil is pumped. No oil is pumped during idling of the engine. The chain should always be quite moist in the area of the connecting links.

#### **FUELING THE SAW:**

- A. Select bare ground for fueling. <u>DO NOT SMOKE</u> or bring any flame or sparks near fuel. Move a minimum of ten (10) feet from the fueling spot before cranking the engine.
- B. The fuel tank may be under enough pressure to cause fuel to spurt out when the cap is unscrewed. To prevent this, always loosen fuel cap very slowly about 1/6 to 1/4 turn and wait for the tank to depressurize before you remove the cap.
- C. The engine is lubricated by oil mixed with gasoline. Follow the manufacturer's recommended oil to gasoline mix ratio.
- D. <u>Never</u> mix fuel directly in the saw tank. Use only approved gasoline storage can for both nixing and storage of fuel. Do <u>not</u> use glass bottles (which can shatter or explode) or plastic jugs (which were not intended for gasoline storage and might contaminate the fuel).

#### PROPER GRIP AND STANCE:

- A. The proper grip to use at all times is where the fingers encircle the handle and the thumb is wrapped on the opposite Side from the fingers. This grip is less likely to be broken by a kickback or similarly sudden reaction of the saw.
- B. Always hold the saw firmly with both hands when the engine is running. Always keep your LEFT HAND on the front handlebar and RIGHT HAND on the rear (throttle) handle, so that your body is to the left of the cutting line of the chain. Do not under any circumstance operate the saw with one hand. Never use a cross-handed grip, or any stance which would place your body and arm across the cutting line of the saw chain.
- C. The proper stance for operating includes the following:

- 1. Weight balanced on both feet both feet on solid ground.
- 2. Left arm kept in a "straight-arm" position with elbow straight to withstand any kickback force.
- 3. Body always to the left of the chain line.
- 4. Grip maintained on handles as described (above).
- 5. Avoidance of any off-balance or overextended cutting stance. Especially, <u>do not</u> reach above chest height with the saw, or way out in any direction to make a cut.
- D. The proper stance and saw placement for starting includes the following:
  - 1. Hold the saw down on a clear, level surface with the bar and chain in the clear.
  - 2. Body to the left of the chain line. Never straddle the saw or lean across it past the chain line.
  - 3. Hold the front of the handlebar on top, behind the chain guard.
  - 4. Put the toe of your shoe over the rear chain guard platform to hold down the rear of the saw.
  - 5. Pull the starter grip straight up with your right hand.
- E The proper procedure for cutting includes:
  - 1. Starting up the engine, and then taking a stance in front of the wood.
  - 2. Positioning the saw, but revving it to full speed before the chain touches the wood (this prevents violent reactions).
  - 3. Watching the progress and being road to stop cutting pressure and hold up the saw so it pull you off balance as the chain exits suddenly free.

#### **STARTING AND STOPPING:**

- A Place ignition switch to "RUN" and position choke to "FULL".
- B. Latch trigger for starting.
- C. Hold saw down properly. Pull the rope slowly to engage the starter. Then crank the engine with smooth but vigorous pulls on the starter grip. Hold onto the grip during each rewind, to reduce kinking and fraying of the rope.
- D. Crank the engine until the engine fires (coughs or runs briefly). Then open the choke half-way.
- E Crank the engine at half choke to start it. Smoothly open choke to the "OFF" position in time to keep the engine running.
- F. Switch your hand from the starter grip to the throttle handle. Squeeze the trigger and you will have control of the throttle. When the saw is warm enough, let it idle while you take your stance for cutting.
- G. To "STOP" the engine place the ignition switch to "OFF".

#### THE WORKING AREA

#### **WORK AREA PRECAUTIONS:**

- A. Cut only wood or materials made from wood; no sheet metal, no plastic, no masonry, and no non-wood building materials.
- B. Never allow a person to operate a chain saw who has not received instructions for the safe and proper use of chain saws.
- C. Everyone helpers, bystanders, children and animals, and other operators <u>MUST</u> be kept a safe distance from the cutting area. During felling operations, the safe distance should be at least twice the height of the largest trees in the felling area. Only one person shall be working on a tree.
- D. At any time a chain saw is to be used there shall be at least two people at the job site, an operator and a helper. This is due to safety considerations such as a saw accident, falling a tree into a power line, etc..
- E During bucking operations always cut from the uphill side so that the cut off section of the log will not roll over you. Make sure that the cut-off wood will not fall on your toes or on your head.
- F. Make sure that there are no overhead obstructions. If you accidentally knock down a power line or discover one that is down, <u>DO NOT GO NEAR IT</u>. But notify the power company as soon as you are able. Keep all persons away from the area until the power arrives at the work site.
- G. Clear your working area of all materials likely to trip you, snag the saw, catch fire from the hot exhaust, or block your safe retreat from a falling tree.
- H. Before cutting limbs or felling trees, inspect the area to be sure the wood will not strike buried pipelines or damage property.

#### **UNUSUALLY HAZARDOUS CONDITIONS:**

- A. Do not fell trees or go underneath them during periods of high wind or heavy precipitation. Take no chances during periods of extreme hazard. You can wait to do your cutting after the hazard has ended.
- B. Do not use saws to cut down trees having extreme lean or large trees that have hollow trunks. Have these trees pushed or dragged down with power equipment.
- C. Work only when visibility and light are adequate for you to see perfectly what you are doing.

### SAFETY PRECAUTIONS FOR CHAIN SAW USERS

- Use safety footwear, snug-fitting clothing, and eye, hearing and head protection.
- Wear non-slip gloves to improve your grip.
   Do not wear scarves, jewelry, or neckties which could be drawn into the engine or catch on the chain or underbrush.
- Always hold the chain saw with both hands when the engine is running. Use a firm grip with thumbs and fingers encircling the chain saw handles.

#### **GUARD AGAINST KICKBACK:**

- a) Hold the chain saw firmly with both hands. Don't overreach. You cannot maintain good control of the saw if you cut above shoulder height.
- b) Don't let the nose of the guide bar contact a log, branch, the ground or any other obstruction. Use the SAFE«T»TIP® anti-kickback device\*.
- c) Cut at high engine speeds.
- d) Keep the chain sharp. Don't operate with a loose chain. Maintain the correct tension of the chain as prescribed in this Owner's Manual.
- Guard against the effects of a long or continuous exposure to noise, such as involved in the operation of a chain saw. Hearing protection devices are available from your local Homelite dealer.
- Never operate a chain saw when you are fatigued.
- Keep all parts of your body away from the saw chain when the engine is running.

#### BASIC PRECAUTIONS WITH CHAINSAWS

- Always carry the chain saw with the engine stopped, the guide bar and saw chain to the rear, and the muffler away from your body. When transporting your chain saw, use the appropriate guide bar scabbard.
- Always use caution when handling fuel.
   Move the chain saw at least 10 feet (3 m)

- from the fueling point before starting the engine.
- Keep the handles dry, clean and free of oil or fuel mixture.
- Shut off the engine before setting down the saw. Do not leave the engine running unattended.
- Operate the chain saw only in well ventilated areas.
- Be sure that the chain stops moving when the throttle control is released.

#### BASIC PRECAUTIONS ABOUT MAINTENANCE

- Never operate a chain saw that is dam aged, improperly adjusted, or is not completely and securely assembled. Be sure that the saw chain stops moving when the throttle control trigger is released.
- All chain saw service, other than items in the Owner's Manual maintenance instructions, should be performed by competent chain saw service personnel. (If improper tools are used to remove the flywheel or clutch, or if an improper tools used to hold the flywheel in order to remove the clutch, structural damage to the flywheel could occur which could subsequently cause the flywheel to burst.)

## BASIC PRECAUTIONS IN CUTTING/WORK AREA

- Do not operate a chain saw in a tree unless you have been specifically trained to do so.
- Keep bystanders and animals out of the work area.
- Never start cutting until you have a clear work area, secure footing, and a planned retreat path from the falling tree.
- Use extreme caution when cutting small size brush and saplings, because slender material may catch the saw chain and be whipped toward you or pull you off balance.
- When cutting a limb that is under tension, be alert for spring back so that you will not be struck when the tension in the wood fibers is released.

#### SEAT BELT / RESTRAINT POLICY

It is the policy of the City of Grinnell that all employees operating official vehicles, equipment, personal and rental cars on official business and other occupants use seat belts and shoulder restraints.

Employees operating equipment with a Rollover Protective Structure (ROPS) shall use seat belts when operating the equipment.

Employees are also prohibited from riding in or on parts of a vehicle not designed for human occupancy. This includes <u>but</u> is not limited to pickup and truck boxes, fenders, steps and bumpers.

Failure to comply with these rules is a violation of the City of Grinnell safety policies, which is cause for disciplinary action.

#### ASBESTOS HANDLING

#### Purpose:

To establish guidelines and procedures in the operations and maintenance of asbestos containing material to protect all employees and visitors from potential health hazards of asbestos related diseases. Only qualified employees shall be involved in any asbestos repairs, maintenance or removal. All unqualified employees shall be protected from exposure to asbestos fibers by isolating and controlling access to all affected areas during asbestos work.

When in doubt, treat all material containing asbestos and comply with all applicable rules, regulations and protective measures. Any employees who discovers Asbestos Containing Material (ACM) or suspect ACM in damaged or poor condition shall report it to their supervisor and the Environmental Health & Safety Coordinator so that the identified material can be repaired.

What is Asbestos?

- Any building material that contains greater than 1% of asbestos must be treated as asbestos containing material. (This is determined with an <u>asbestos building inspection</u> or through our <u>asbestos testing only solution</u>.)
- Asbestos is a naturally occurring mineral and is distinguished from other minerals by the fact that its crystals form into long, thin fibers. Asbestos fibers are long, narrow and bind easily with materials used in construction. Asbestos is also used in fire proofing because of its excellent heat resistance.

#### Why is Asbestos Harmful to your health?

Asbestos has been found to cause permanent health issues with the most potentially hazardous route of exposure being inhalation. The three main diseases that result from asbestos are asbestosis, mesothelioma, and lung cancer.

#### **Definitions of Terms:**

- **Friable** Anything that you can condense to powder with hand pressure. (examples: acoustic plaster, fireproofing, pipe insulation, ceiling tile)
- **Non-friable** The asbestos fibers are typically released when the materials become damaged or disturbed. (floor tile, transite panels)

#### How Do I Know If I Have Asbestos?

# Asbestos can be anywhere and in any type of building. You will not be able to tell whether a material contains asbestos simply by looking at it, unless it is labeled.

General Information:

- Asbestos is still being mined and asbestos containing products are still being manufactured. The
  countries of Russia, Kazakhstan, China, Canada, Brazil, and Zimbabwe accounted for 95% of the
  world's production.
- Asbestos is an excellent thermal insulator, a good noise insulator, and is resistant to the effects of
  friction and most chemicals. The qualities that make asbestos an excellent building material also make
  it the environmental problem that it is today. In fact you can still buy asbestos products at your local
  hardware store. Therefore, your house might have asbestos, no matter its age.
- Your Ames Environmental, Inc. lab report will list the material and the presence or absence of asbestos. If present, the amount of asbestos will be shown as a percent. If the sample contains greater than one percent asbestos, it is an asbestos containing material or "ACM". Lab results are listed by the mineral name. There are six types of asbestos: chrysotile, amosite, crocidolite, actinolite, tremolite and anthophyllite.

#### Please Note:

• The EPA does not recognize a safe level of asbestos exposure.

#### Types of Testing:

- Transmission Electron Microscopy (TEM)
  - Considered to be the best method for asbestos detection.
  - The EPA suggests that this is the best method, but they don't require it. TEM has more sensitivity then PCM.
  - Currently considered the best analytical method for identifying asbestos fibers in the air.
  - o Provides a definitive identification of asbestos for the small fibers found on air filters.
  - o Can detect much smaller fibers than PCM.
  - o Particularly important for clearance air samples.
  - o Suggested by the EPA for floor tile analysis.
- Phase Contrast Microscopy (PCM)
  - o Most commonly used form of air sample analysis.
  - Does not distinguish asbestos fibers from other fibers, therefore it counts all fibers meeting the NISOH 7400 rules found on the air sample filter. It is important to remember that PCM cannot detect the smallest of asbestos fibers present in air sample filters.
- Polarized Light Microscopy (PLM)
  - Very accurate pre-test.

#### **Training**

All City of Grinnell employees shall receive awareness training to carry out their work without endangering themselves, their co-workers and other building occupants. No City of Grinnell employees is currently certified to work with asbestos.

### **Police Officer Standby Policy**

This policy is designed to offer assistance when a City of Grinnell employee believes there is a chance of conflict with an individual(s) when planning future job related activities. The best course of action when a conflict unexpectedly arises is to walk away and report the incident to your supervisor. Examples of situations that may require police officer standby:

- Utility shutoffs
- Nuisance documentation & cleanup
- Events or facility openings
- Previous knowledge that a person has caused problems or was difficult in the past

Call dispatch, (641) 623-5679, and identify yourself as a City of Grinnell employee that is requesting a police officer to standby. Make sure to have the following information before calling dispatch:

- Standby address
- Name of occupant or person(s) in question
- Call back number (officer may contact you)
- Date & time you are requesting standby
- Location a block or two away from address to meet officer
- Estimated time you will be at the meeting location (generally 15 minutes)

<sup>\*</sup>It is the employee(s) responsibility to contact their supervisor and/or dispatch.\*

### **Seasonal Safety Packet**

Airport Cemetery

Community Center Building

Drake Library

Grinnell Mutual Family Aquatic Center

Park Shop

Public Safety Building Public Service Building Stewart Building

Waste Water Plant
Water Treatment Plant

Parks
Arbor Lake
Bailey Park
Central Park
Summer St Park
Lions Park
Merrill Park

Miller Park / Lake Nyanza

Thomazin Park Van Horne Park Waterworks Park

### Airport

Mowing

4 Seasons, Josh Asberry, 990-8732 will mow the Airport

#### Snow Removal

Airport FBO, Assisted by Public Works staff during heavy accumulation

### **Cemetery**

Mowing

Taylor Devig, Devig Services, 3017 Zeller Ave Gilman, 641-750-2298

#### Snow Removal

Public Service / Parks Department

### **Community Center Building**

#### **Outside maintenance**

Mowing

4 Seasons, Josh Asberry, 990-8732 – this is part of the Central Park Mowing Bid

#### Snow and Ice Removal

All four entrances at the Community Center Building are the responsibility of the maintenance department. This includes Park Street entrance ramp and steps; 4<sup>th</sup> Avenue entrance in front of the main lobby; the Recreation Department and the alley ramp.

Snow fall is the responsibility of the maintenance person on duty. They are to let the Public Works know if they need help

#### **Interior maintenance**

Daily cleaning (floors, restrooms, glass doors) is done by the contracted firm Quick and Clean, owned by Jeff and Faith Gibson. Email address is <a href="mailto:quick@partnercom.net">quick@partnercom.net</a>. Cell phone contact: 641-751-2861

### **Drake Library**

#### **Outside maintenance**

#### Snow and ice removal

All entrances at the Drake Library are the responsibility of the Library Staff. This includes the front of all the doors at the Parks Street entrance and two doors facing 5<sup>th</sup> Avenue. This area will be cleared prior to opening the library building. The fire exit off the children's area and the back door by the dumpsters will be cleared by Library Staff prior to opening the library building. Sidewalks and a path leading from the side walk to the front door areas will be cleared and sno-melt applied as necessary by Public Services. Pathways through the prairie will not be maintained in the winter time. Snow is not to be left on library grounds or within parking lot.

• Parks Dept.: 236-2619

• Street Dept.: 236-2632

If walks are dangerously icy when City workers are not available, Library staff will scatter snowmelt as needed

#### Mowing and other outside maintenance

Mowing of non-prairie areas will be done by one of the following services and will be arranged by the Library Director.

Brad's Mowing Service – Brad Shutts – 641-325-0004 cell

L&D Lawn and Snow – Mike Long – 641-990-9118 cell

Other exterior cleanup will be done when the library staff find it necessary and will be done by volunteers whenever possible.

#### **Interior maintenance**

Daily cleaning (floors, restrooms, glass doors) and simple light bulb replacement is done by the contracted firm Quick and Clean, owned by Jeff and Faith Gibson. Email address is quick@partnercom.net. Cell phone contact: 641-751-2861

Replacement of air filters throughout the library building is done every 6 months by Public Services Department personnel.

Dusting and other needed cleaning of shelves, counters, windowsills, etc. is done by volunteers and library staff. Library staff members are responsible for keeping their own work areas clean, emptying their recycling into central containers, keeping the staff lounge area neat, and putting out recycling containers.

#### Maintenance beyond regular cleaning

Repairs of a non-routine nature are done by various local maintenance services or specialized vendors as needed.

Library staff are responsible for maintaining the MSDS file, ordering maintenance supplies, and performing the monthly check of fire extinguishers

# **Grinnell Mutual Family Aquatic Center – 120 8<sup>th</sup> Avenue** Supervisor:

Kelly Rose – Parks and Recreation Director: Aquatic center phone: 641-236-2621

Rec Dept phone: 641-236-2620 Cell phone: 641-990-1606

Jan Anderson – Water Resource Director: Office: 641-236-2600

Cell: 641-990-0354

- Waste Water Plant office: 641-236-6302

Cell: 641-990-7526

#### **Summer set up and Winterization:**

Facility set up is done by Jan Anderson and the Waste Water Treatment Plant in conjunction with ACCO.

#### Mowing

Kelly Rose will mow and trim inside the facility fence.

Brad Shutts-will mow outside the facility fence

#### Snow Removal

Snow is only removed along the bike trail on the west side of the facility by the Public Service Department.

Snow is removed on the East Sidewalk by the Public Service Department Department 641-236-2632

### **Park Shop**

#### Mowing

4 Seasons, Josh Asberry, 990-8732

#### **Snow Removal**

All employees will share in this duty

### **Public Safety Building**

#### Mowing

Will be taken care of by the Fire Department Staff

#### Snow removal

Parking lots, Apparatus Apron, City sidewalks will be taken care of by the Public Works / Parks Department

Walkways on FD side of building, Front Walkway, all Fire Exits, 6' out from apparatus doors;

Primary: on duty fire personnel 641-236-2688 Secondary: on duty police personnel 641-236-2670

Walkways on PD side of building

Primary: on duty police personnel 641-236-2670 Secondary: on duty fire personnel 641-236-2688

Inside general maintenance

Primary: Duane Neff

Secondary: GFD & GPD personnel

### Public Safety Radio Tower (behind old PSB)

Snow removal

Public Works Department

General Maintenance

Primary: Fire Department Secondary: Police Department

### **Public Works Building**

Mowing

4 Seasons, Josh Asberry, 990-8732

Snow Removal

All employees will share in this duty

### **Waste Water Plant**

Mowing

4 Seasons, Josh Asberry, 990-8732

**Snow Removal** 

The Waste Water stall will remove their own snow

### **Water Treatment Plant**

Mowing

Brad Shutts – This is part of the Water Works Park Bid

The Water Dept. is responsible for all weed and grass control at all our Well sites. (The Well areas are not for public access.)

#### Snow removal

The Parks Department usually does the side walk on the West and South side of the building. If for some reason they haven't done it by the time we get equipment, the Water Treatment employees then do the sidewalk as well as the plant drive and parking area.

The Parks Dept. will spread deicer on all sidewalks unless the Water Department has done so first.

The Wastewater employees also clear around the individual Wells for our personal access for monthly Well statistics and in the event of an emergency we can hook up our emergency generator to the 3 major wells. (The Well areas are not for public access.)

#### **Parks**

#### **Arbor Lake**

Mowing

Mike Shutts

**Snow Removal** 

The Parks Department will take care of the parking lot

The Bike Trail will be taken care of by Assistant Park and Rec Director Jamey Gibson 990-3433

#### **Bailey Park**

Mowing

Mike Shutts

#### **Central Park**

Mowing

4 Seasons, Josh Asberry, 990-8732

#### Summer St. Park

Mowing

4 Seasons, Josh Asberry, 990-8732

#### **Lions Park**

Mowing

Mike Shutts

Snow Removal

Snow is only removed along the bike trail on the west side of the facility by the Public Service Department.

Snow is removed on the East Sidewalk by the Public Service Department Department 641-236-2632

#### Miller Park / Lake Nyanza

Mowing

Mike Shutts

#### Merrill Park

Mowing

Mike Shutts will take care of this park both the East and West side

#### **Thomazin Park**

#### Mowing

4 Seasons, Josh Asberry, 990-8732

#### Van Horne Park

#### Mowing

4 Seasons, Josh Asberry, 990-8732

#### Waterworks Park

Mowing

**Brad Shutts** 

#### **Designated Physician Policy**

December 4, 2006

#### **Purpose**

The purpose of this policy is to establish, maintain and enhance a working relationship with a designated care provider for any job related illness and/or injury. The designated provider will be familiar with our needs and the importance of clear communication, quality care and early return to work programs following a work related injury and/or illness.

#### Goal

Utilizing a preferred provider will enable the City to accomplish consistency in care, standardized forms/correspondence and familiarity with the work environment and management and, along with the preplacement employment physical program, maintain and reduce costs of workmen's compensation claims.

#### Designated Workmen's Compensation Physician

The city of Grinnell has designated Grinnell Regional Medical Center at 210 Fourth Avenue in Grinnell as our workers' compensation authorized treating clinic. Employees with a work-related illness or injury will be required to have their initial evaluation with a physician at this facility. If appropriate, and with prior approval from IMWCA, Grinnell Regional Medical Center may make referrals to other specialists.

If the employee chooses to see another provider without referral from an authorized physician the employee will be responsible for all expenses associated with those visits. No workers' compensation benefits may be claimed unless seen by an authorized physician.

In the event of an emergency where this is not possible, this requirement may be waived upon written approval from the City Manager or City Clerk.

#### **Arc Flash Electrical Safety**

No City of Grinnell employee should be doing any hard wiring inside and electrical box since the City of Grinnell does not employ a certified electrician to be on staff nor do they have the 70E training required to do that work properly. City of Grinnell employees are allowed to deal with breakers and lockout / tagout situations only. If further repairs are required they will need to contact a qualified person to do so.

It was discussed that typically only the Waste Water Treatment employees would have the need for any hard wiring repairs on an ongoing basis. The City of Grinnell employee would contact the qualified electrician of their choice to come and perform the necessary repairs when hard wiring is required. No contract has been signed with any one particular company to do this work.

All electrical panels will have a warning label placed on them.

### **Respiratory Protection Program**

#### **Purpose**

This program was created to ensure the safety and health of our employees while performing tasks requiring the use of respiratory protection devices. All procedures and policies were prepared in accordance with OSHA regulation Section 1910.134 Respiratory Protection.

#### Definitions- Key definitions can be found at 1910.134(b).

**Air-purifying respirator** means a respirator with an air-purifying filter, cartridge, or canister that removes specific air contaminants by passing ambient air through the air-purifying element.

*Fit test* means the use of a protocol to qualitatively or quantitatively evaluate the fit of a respirator on an individual. (See also Qualitative fit test QLFT and Quantitative fit test QNFT.)

*Filtering facepiece (dust mask)* means a negative pressure particulate respirator with a filter as an integral part of the facepiece or with the entire facepiece composed of the filtering medium.

*Immediately dangerous to life or health (IDLH)* means an atmosphere that poses an immediate threat to life, would cause irreversible adverse health effects, or would impair an individual's ability to escape from a dangerous atmosphere.

*Self-contained breathing apparatus (SCBA)* means an atmosphere-supplying respirator for which the breathing air source is designed to be carried by the user.

#### **Employees Qualified to Wear Respirators**

Employee Name	Respirator type/ Model	Exposure type

#### Medical evaluation

- The employer shall provide a medical evaluation to determine the employee's ability to use a respirator.
- All employees must be medically evaluated prior to the fit testing procedure
- All employees must be fit tested prior to using a respirator in the workplace.
- The employer may discontinue an employee's medical evaluations when the employee is no longer required to use a respirator.
- Employees will be provided with the medical questionnaire along with a self-addressed envelope to a selected PLHCP. The employee will complete the questionnaire and send it to the PLCHP as soon as possible. OSHA's recommended questionnaire is available at: www.osha.gov/pls/oshaweb/owadisp.show\_document?p\_table=STANDARDS&p\_id=9783

#### Facial hair

• Employees covered under this program that wear respirators as part of their job will be required to remove all facial hair such as beards, sideburns and mustaches that could interfere with the proper seal of the respirator.

#### Fit testing

• Annual fit testing is required. Fit Testing is also required whenever a different face piece respirator is used or when the employee's physical condition changes.

Follow the link for details on fit testing procedures: <a href="https://www.osha.gov/pls/oshaweb/owadisp.show\_document?p\_table=STANDARDS&p\_id=9780">www.osha.gov/pls/oshaweb/owadisp.show\_document?p\_table=STANDARDS&p\_id=9780</a>

#### **Selection of respirators**

• Complete an exposure assessment for each hazardous exposure.

The following link is an OSHA *eTool* that can assist employers select the proper respirator: <a href="http://osha.gov/SLTC/etools/respiratory/respirator\_selection.html">http://osha.gov/SLTC/etools/respiratory/respirator\_selection.html</a>

#### **Inspection of respirators**

- Inspected routinely including prior to non-emergency use
- SCBA inspected monthly

#### **Maintenance and care of respirators**

Employees must clean and disinfect respirators using the procedures recommended by the manufacturer or those listed in

<u>www.osha.gov/pls/oshaweb/owadisp.show\_document?p\_table=STANDARDS&p\_id=9782</u> at the following intervals:

- As often as necessary to maintain sanitary condition for exclusive use.
- Before being worn by different individuals when issued to more than one employee

- After each use for emergency use respirators and those used in fit testing and training.
  - Monthly for emergency use respirators located near chlorine rooms.

#### Identification of filters, cartridges and canisters

- All filters, cartridges and canisters used in the workplace must be labeled and color-coded with the NIOSH approved label.
- The label must not be removed and must remain legible.
- Filters, cartridges and canisters not meeting the label requirements will be immediately removed from the workplace.

#### Breathing air quality and use

Compressed breathing air shall meet at least the requirements for Grade D breathing air described in ANSI/Compressed Gas Association Commodity Specification for Air, G-7.1-1989

#### RETURN TO WORK PROGRAM - May 16, 2011

#### **PURPOSE**:

It is the purpose of this program to provide guidelines for employees injured on the job whose injury has caused work restrictions preventing the employee from performing all of the essential functions of the job and to assist the employee, in keeping with the medical restrictions imposed by the employee's physician, to become a fully functioning employee of the City.

#### POLICY:

- A. It is the policy of the City of Grinnell to provide modified or alternate work, if available, for employees injured on the job, who are unable to temporarily or permanently return to his/her regular job classification.
- B. The City of Grinnell will make reasonable efforts to accommodate an employee injured on the job, unless the accommodations would impose an undue hardship on the employer. The employee must be able to perform the essential functions of the job, with or without reasonable accommodation, in order to be returned to work.
- C. The feasibility of reasonable accommodations shall be determined on a case-by-case basis, taking into consideration, among other things, the specific physical or mental impairment of the employee, the essential functions of the job, the work environment and the ability to provide accommodations.

#### D. Objectives:

- 1. To return an injured employee to work as soon as possible when there is not a significant risk of harm to themselves and others.
- 2. To minimize financial hardship and emotional stress on the employee who has suffered a work-related injury.
- 3. To assist employees in returning to work at a level as close as practical to the employee's pre-injury earnings and productivity.
- 4. To retain qualified and experienced employees.
- 5. To reduce the cost of disability benefit programs.

#### E. Temporary light duty:

1. Light duty is defined as modified duties or hours assigned to an employee injured on the

- job, when the physician indicates the employee can return to work, but the employee is not yet physically capable of handling all of the essential functions and job duties normally assigned, and the employee's work-related injury has not reached maximum medical improvement. It is understood that no new job will be created in order to accommodate an injured employee.
- 2. The purpose of light duty is to provide temporary work, within medical restrictions, for employees injured on the job. If a light duty position or assignment is available, the employee will be provided with the light duty assignment as soon as medically feasible. Light duty will be assigned in consultation with the physician.
- 3. The purpose of light duty is to provide temporary work for employees injured on the job. Light duty may be available with a medical prognosis indicating that the employee is expected to return to full duty following a course of medical treatment.
- 4. If an alternate duty position is available, employees may be provided with light duty as soon as medically feasible.
- 5. Employees on light duty will continue to receive salary and benefits commensurate with the employee's job classification. The salary and benefits will be proportionately adjusted in keeping with the employee's duties and work status. The status of light duty should be reviewed after each medical appointment and generally more often than every two weeks. Light duty assignments will not normally exceed 90 calendar days cumulative for any employee during their employment with the city of Grinnell without action of the City Council.

#### 6. Light duty procedures:

- A. Grinnell will provide the following:
  - i. Provide the employee's physician with a copy of the City's Return to Work Policy and a listing of jobs for which the employee may be qualified.
  - ii. Notify the employee of the light duty program.
  - iii. Obtain information regarding the employee's medical condition from the employee's physician.
- B. The City will develop work assignments on a case-by-case basis, if available, depending on the employee's medical restrictions. The City may meet with the injured employee to review the employee's return to work status.
- C. The employee will review and sign Appendix A attached to this policy hereto. The employee will follow all medical restrictions placed on the employee by his or her physician.
- D. When the employee's physician has determined that maximum medical improvement has been reached and the employee is able to perform the essential functions of the employee's job, with or without a reasonable accommodation, the employee will be returned to the job classification and duties held prior to the work injury.
- E. When the employee's physician has determined that maximum medical improvement has been reached and the employee is still unable to perform the essential functions of the job, with or without reasonable accommodation, the City will determine employee's continuing

employment status in consulting with the City's workers' compensation carrier. The City reserves the right to have a physician, chosen by the City, review the medical findings and/or perform an examination of the employee.

- F. Restrictions resulting from personal illness or injury:
  - i. Employees off duty due to personal injuries or illness may use accumulated paid leave and FMLA leave to the extent it is available.
  - ii. Employees off duty due to personal injuries may request a 'light duty' assignment and these may be granted on a case-by-case basis. The maximum cumulative time period shall be 30 calendar days for personal injury assignments during their employment with the city of Grinnell. These assignments will be made only if in the best interest of the city of Grinnell and its employees.
    - If following the exhaustion of paid leave and FMLA leave, the restrictions resulting from an employee's personal injury or illness prohibits the employee from performing the essential functions of the employee's job, with or without reasonable accommodation, the employee may be terminated.
  - iii. While the employee is laid off and eligible for recall, the employee must keep the City apprised of the employee's address, telephone number, cell phone number and e-mail address, if available.

#### G. Responsibilities of the employee:

- i. To determine the appropriateness of the job assignment, the employee who is unable to return to work without restriction is responsible for keeping the City apprised of the employee's medical condition and providing medical reports to the City as they are made.
- ii. If the employee rejects any assignment which is compatible with the employee's medical restrictions, the employee shall not be compensated by the City or the City's work comp carrier with temporary, partial, temporary total or healing period benefits during the period of refusal, as set forth in Section 85.53, Code of Iowa.
- iii. The employee assumes all responsibility for contacting the City to apply for available jobs and keeping updated on all new job openings.

#### Appendix A

#### (EMPLOYEE)

#### Return to Work Program Statement of Acknowledgement

I acknowledge **that** I have been informed of the City of Grinnell Temporary Alternate Duty (TAD) program, and I understand and agree to abide by the restrictions defined by the attending physician and by the City of Grinnell as a condition of my participation in the *Return-to-Work* program.

I further understand that if I do not follow the restrictions placed on me by the physician and the City of Grinnell, I
may receive disciplinary action up to and including discharge.
Employee Signature/Date:

Witness Signature/Date:\_\_\_\_\_

### **Sexual Harassment Policy**

Employers position against Sexual Harassment
Protect the employee's rights
Communication of roles and responsibility of management and employees

Eliminating Sexual Harassment is the role of both the managers and the employees

#### **FACTS**

F – Familiarize yourself with the company policy

A – Address incidents of Sexual Harassment immediately

C – Cooperate

T – Thoroughly investigate

S - Satisfactorily resolve

#### If you are the target

- Respond to the problem
- Make your feelings clear
- Record time and place and specifics, who observed it
- Report continuous harassment according. If no formal policy report to your supervisor
- If harasser is supervisor go to next person up

#### If you observe

- Help the victim make their feelings known
- Support your co-worker and encourage reporting according to the company policy

### **Prescription and Over-the-Counter Medications**

Because medications can affect an employee's ability to make decisions, exercise good judgment and operate equipment, employers should discuss possible side effects with their physician prior to their use. This is especially true for employees who perform jobs that directly affect public safety and health.

Employees are not required to disclose prescription drug use for legitimate medical purposes. Moreover, the <u>Americans with Disabilities Act and the Rehabilitation Act of 1973</u> permit an employer to ask disability-related questions **only** if they are job related and consistent with business necessity. However, there are some prescribed and over-the-counter medications, such as amphetamines and benzodiazapines, that may result in a positive drug test. In this event, a Medical Review Officer (MRO) or other appropriate company personnel may inquire to determine if the employee has a legitimate medical explanation, such as a physician's prescription, for a positive drug test.

#### YOUR SAFETY ATTITUDE

A good safety attitude includes several areas, foremost of which is a sense of responsibility and pride about yourself and "your" work. A safety attitude will make you want to check your work area for hazardous conditions and improve your area's appearance. A good safety attitude will let you work at a steady, careful pace, especially on a 'down day' when you are not as alert as usual. Patience with yourself and others will help you keep a level head for clear thinking. Be sure of your instructions, maintain good housekeeping, wear proper equipment, and drive safely – All of these will help prevent injury and accidents to you and others / BE SAFE – THINK SAFETY.

### **EMERGENCY PHONE NUMBERS**

Fire and Police 911
Ambulance 236-4080
Police (non-emergency) 236-2670
Poison Info Center 800-222-1222

### **Program Administrators**

- CPR/FA/AED –Kelly Rose
- Blood Bourne Pathogens Dan Sicard
- Slips, Trips and Falls –Kelly Rose
- Emergency Exit Plan Rob Vest
- Ladder safety –Dan Sicard
- Fire Extinguisher Dan Sicard
- MSDS, Right-to-Know, Hazardous communication Dave Popp
- Personal Protective Equipment –Kelly Rose
- Back safety –Kelly Rose
- Forklift / Bucket Truck / Backhoe Dave Popp
- Confined Space Dan Sicard with Dan Walker
- Excavation Jim Brown
- Hearing Conservation Ryan Ness
- Lock-out / Tag-out Rick Springer
- Arc Flash Electrical safety Ryan Ness
- Tool Safety Dave Popp
- Extreme Temperature Safety Kelly Rose
- Welding Dave Popp
- Winter Driving Kelly Rose
- Chainsaws Mike Johnson

Name:	Date:
•	t I have received a copy of the City of Grinnell Ianual and have read this manual and understand

# Consent or Decline Form Hepatitis B Vaccine

Employee name (please print)	Social Security number
Hepatitis B Vaccination Consent:	
disease and I have read the immunization information	ensed health care professional regarding the Hepatitis B and understand the risks of the immunizations. I know cine side effects and there is no guarantee that I will oses to achieve immunity.
Employee signature	Date Signed
Witness signature	Date Signed
Decline of Vaccination for Hepatitis B (Mandatory W	Vording)
be at risk of acquiring hepatitis B virus (HBV) vaccinated with hepatitis B vaccine, at no charge to this time. I understand that by declining this vaccin serious disease. If in the future I continue to have	o blood or other potentially infectious materials, I may infection. I have been given the opportunity to be myself. However, I declined hepatitis B vaccination at ae, I continue to be at risk of acquiring hepatitis B, a e occupational exposure to blood or other potentially hepatitis B vaccine, I can receive the vaccination series
Employee signature	Date Signed
Witness signature	Date Signed

January 6, 2009

To Whom It May Concern:

Re: Bio-hazardous Waste

Due to the increase in Bio-hazardous waste disposal, we must unfortunately raise the cost of waste disposal to you.

We have avoided raising our prices for many years, but we can no longer prolong the inevitable. Our new price will increase to \$30.00 per barrel which goes into effect on February 1, 2009.

Sincerely,

Mark Doll Director of Facilities Management



**Regulated Waste** means liquid or semi-liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; contaminated sharps; and pathological and microbiological wastes containing blood or other potentially infectious materials.

# What does OSHA mean by the term "regulated waste?"

The Bloodborne Pathogens Standard uses the term, "regulated waste," to refer to the following categories of waste:

- liquid or semi-liquid blood or other potentially infectious materials (OPIM);
- items contaminated with blood or OPIM and which would release these substances in a liquid or semi-liquid state if compressed;
- items that are caked with dried blood or OPIM and are capable of releasing these materials during handling;
- contaminated sharps; and
- pathological and microbiological wastes containing blood or OPIM.

It is the employer's responsibility to determine the existence of regulated waste: This determination should not based on actual volume of blood, but rather on the potential to release blood, (e.g., when compacted in the waste container). If an OSHA inspector determines that sufficient evidence of regulated waste exists, either through observation, (e.g., a pool of liquid in the bottom of a container, dried blood flaking off during handling), or based on employee interviews, citations may be issued

# Slip, Trip & Fall Handbook



# **Table of Contents**

Overview	3
Component 1: Weather Related Strategies	4
Component 2: Vehicles and Equipment	6
Component 3: Shop Safety	7
Component 4: Stairs	8
Component 5: Carpet, Cords and More	9
Component 6: Elevated Work	10
Component 7: Wet Floors	11
Component 8: Health	12

# Slips, Trips and Falls An Overview

# **Definitions**

The National Safety Council provides the following definitions:

Slips - where there is too little friction or traction between the footwear and the walking surface that cause sudden imbalance.

Trips- when your foot collides (strikes, hits) an object causing you to lose your balance and, or, eventually fall.

# Why the prevention of slips, trips and falls are important

**National statistics:** 

- Falls from same height and elevated heights account for \$13.3 billion in direct costs in 2009.
- Fastest growing source of direct costs of disabling claims in 2009.
- Slips, trips and falls make up 15 percent of all workers' compensation claims.
- Slip, trips and falls account for 25.6 percent of workers' compensation costs
- The average slip and fall workers' compensation claim costs nearly \$22,000.
- 65 percent of lost workdays are due to slip and falls.
- 22 percent of slip and fall incidents resulted in more than 31 days away from work.

\*statistical information from Bureau of Labor Statistics, National Safety Council, National Flooring Safety Institute and Liberty Mutual Research Institute

# **IMWCA** statistics:

- Slips, trips and falls account for 26.5 percent of total workers' compensation claims costs in Fiscal Year 2010-2011
- Slips, trips and falls account for approximately 25 percent of total claims frequency in Fiscal Year 2010-2011

National statistics show that the majority (60 percent) of falls happen on the same level resulting from slips and trips. The remaining 40 percent are falls from a height. Same level falls represent high frequency and low severity while elevated falls usually have low frequency and high severity.

Given the prevalent number and costs of claims due to slips, trips and falls, the lowa Municipalities Workers' Compensation Association (IMWCA) has developed this program using industry information to assist our members in developing and implementing strategies proven to prevent slip, trip and fall injuries. While the emphasis of this information is to protect employees from work-related injury, some of this information can also be used to prevent slip, trip and fall incidents involving the public visiting your buildings and facilities.

# Component 1: Weather Related Strategies

The State of Iowa has some diverse weather including ice and snow in the winter, frost in the spring and fall, and rain in the summer. Each of these weather-related variables represents a potential source for slips and falls.

Ice, snow, frost and rain can cause a reduction in traction between footwear and a walking surface. A reduction in traction can cause the foot to slip in an unintended direction which can result in a fall. Traction is measured in Coefficient of Friction (COF). It takes a COF of .4 to .5 or better to have excellent traction. Surfaces covered in ice or melting snow can have COF as low as .1 when proper footwear is not worn. Leather soled shoes when damp and slightly warm create a film of moisture between the shoe and the surface. The moisture greatly decreases the COF and increases the chances of hydroplaning and slipping.

There are a number of sound strategies to follow to help reduce weather-related slips and falls. We will examine four of the key components.

## 1. Footwear

Proper footwear suitable to the weather condition is a key component. Properly selected footwear can significantly increase the COF in a given situation and decrease slip potential.

For people working outside, selecting a good work boot with a slip-resistant sole is a good place to start. Your local vendor can provide valuable information on the type of sole appropriate to the type of slip exposures you might encounter. For example, the sole needed to deal with oily wet floors might be different from

soles need to deal with snow. In some extreme cases regular slip-resistant soles may need to be augmented with cleats or Yak Trax. Selecting appropriate add-ons will depend on the exposure and the tasks being performed.



For people working inside but having to venture outside intermittently, there are a few strategies that can be followed.

First, wear rubber slip-ons to provide traction to leather soled shoes. The slip-ons can also protect shoes against moisture.

Second, when slip-ons won't work, such as in the case of high heels, wear weather appropriate shoes outside and wear a separate pair of shoes for inside the office. One item to consider with this option is to provide an area for employees to store their overshoes or boots when they are not being worn.

# 2. Free Hands

When navigating sidewalks, parking lots or stairs during wet and

slick conditions, it is important to keep hands as free as possible to help maintain balance and hold rails. Carrying materials in shoulder bags or in carts not only helps keep hands clear, but also allows a clear view on the path of travel.



# 3. Take Your Time

A major factor in causing weather-related slips and falls is walking too fast for the conditions. Even with proper footwear, rushing can cause falls.

The best strategy is to allow adequate travel time to get where you are going. Being late is better than rushing and not getting there at all!

http://www.youtube.com/watch?v=Fbb3631ew 4

# 4. Maintenance of Walkways

The employer can also help diminish slip and fall potential by working with custodial staff to develop and implement a main-

tenance schedule to ensure that snow and ice are removed from walkways as soon as possible. Then use intermittent inspections to safeguard against refreezing or new accumulation. The inspection process can also be used to



monitor slick areas caused by rain runoff and frost accumulation in the fall and spring.

An example is attached.

# **Summary**

Preventing weather-related slips and falls is a multi-faceted approach that requires diligence by both the employer and the employee. The employee should select and wear proper footwear for the conditions and make sure they give themselves adequate time for foot travel.

The employer should institute a walkway inspection program to ensure that surfaces are kept passable. Employers should also consider providing employees with shoulder bags or carts when their jobs require them to carry materials to and from work.

# **IMWCA Resources**

- Suggested Online Training Course: <u>Slips, Trips, and Falls</u> ST09
- Suggested DVDs: How to Prevent Slips and Falls

# Component 2: Entering and Exiting Vehicles and Equipment

Although getting in and out of a vehicle seems like an innocuous undertaking, many people sustain serious injury from slips and falls while trying this simple task. Getting on and off equipment and vehicles accounts for 1 out of every 4 injuries to those operating equipment or driving trucks; some of these injuries can be quite severe.

Mounting and dismounting large construction equipment such as dump trucks, motor graders and front loaders represents a year around slip and fall exposure. Passenger-type vehicles also represent slip and fall exposures in certain situations too.

The best means of preventing slip and falls from equipment is to use three points of contact to mount and dismount equipment. This process means that either two hands and one foot or one hand and two feet are in contact with the equipment steps and rails. For larger equipment,



the specific procedure for three points of contact may vary based on equipment design. To ensure proper mounting and dismounting procedures, an employer should consult with the manufacturer's recommended procedure. In many cases, manufacturers may provide training videos on the recommended procedure.

Evaluate every truck and piece of equipment. The employer should provide additional steps, non-slip surfaces and hand holds where necessary.

Once the proper procedure for a type of equipment is identified, it is important to train employees on that procedure.

Additional safety rules for getting on or off equipment or climbing in the cab of equipment:

# Do

- Only climb on or get off when the equipment or vehicle is stationary
- Always mount or climb down while facing the truck or the equipment
- Make sure that the points of contact you are using are clear of debris and mud
- Only use points of contact that were intended to be used to climb on or dismount (hubs and such should not be used).
- Look for obstacles on the ground below before exiting

# Don'ts

- Don't climb on or get down with something in your free hand. Put it on the vehicle floor and reach for it when you reach the ground.
- Don't rush to exit the equipment after a long run. Descend slowly, to avoid straining a muscle.
- Never jump out. You may land off balance or on an uneven surface, and fall.

For passenger-type vehicles such as cars, pickups and SUVs it is important to make sure you have firm footing with one or both feet before you put your entire weight on your feet. Maintain contact with the door, car ceiling or assist handle to develop the three points of contact. Remember that sand and oily spots can lead to slips and falls just like snow and ice. Always be aware of the type of surface on which you are stepping!

# **IMWCA Resources**

- Sample YouTube Training Video: <u>www.interstatedriving.</u> com/news/2010/04/safety-tip-three-points-of-contact/
- Suggested DVDs: How to Prevent Slips and Falls

# **Component 3: Shop Safety**

Maintenance shops are multi-operational sites that harbor the potential for numerous slip and fall exposures due to the equipment and materials used and the byproducts of the work.

Here is a list of some of the more common slip and fall exposures:

- Cords and hosed left on shop floor
- Wood and metal shaving accumulations
- Oil spots from mechanical work- may also include piles of oil absorbing material
- Unsecured rugs
- Uneven steps
- Equipment or tools left in walkways
- Boards or metal strips that extend into walkway
- Storing equipment without adequate walking space
- Dirt and snow falling from stored equipment
- Poor lighting
- Uneven surfaces or protrusions due to drains, lift rails and thresholds
- Unsecured tools









To address these exposures, IMWCA recommends these strategies:

- Store hoses and cords on retractable reels.
   When possible have reels extend from ceiling to keep them from lying on floors.
- Maintain good housekeeping practices.
- Sweep floors regularly to remove shavings, oil dry and dirt accumulations.
- Clean up oil spots immediately.
- Remove boards and metal strips that extend into walkways.
- Store equipment and materials in a manner that allows space for walkways. This prevents someone from stepping over equipment.
- Inspect regularly to ensure that tools and materials are not left in walkways.
- Secure rugs so they lie flat on floor.
- Keep stairs clear.
- Maintain good lighting.
- Mark uneven surfaces or protrusions on floor with yellow paint.





# **Component 4: Stairs**

Throughout the day many people climb and descend stairwells at home, at work or in public. This simple task accounts for numerous falls each year that result in severe injury. This section will identify the causes associated with stairwell falls and what strategies can be used to prevent these occurrences.

The primary cause of stairwell slips and falls is the loss of balance. There are a few key reasons we typically lose our balance on stairs. Here are some points to remember when using stairs:

- Slow down going up or down stairs. Ensure a firm footing on each tread before taking the next step.
- Use the railing to provide balance security.
- Keep eyes on the path. Distractions can cause missteps.
- Do not carry items in your arms that obstruct the view of the steps. Not only can you misstep, but you will be unable to use the railing to catch yourself.
- Wear proper footwear. High heels, flip flops and slides can impede balance while climbing stairs.

STAIR I THRU IA NO ROOF ACCES

Correct

Incorrect

Proper maintenance of stairs is also important to slip and fall



prevention. Accumulation of ice, snow and excessive sand on outdoor stairs can reduce proper footing. Frequently inspect stairs and clear away new accumulations as soon as practical.

Slick wax, unattached or rolled carpet and items stored on stair treads can be trip hazards in offices or shops. Stair treads should be inspected frequently to ensure these conditions do not exist. High traction tape may be used to enhance the (COF) on treads. Specialty non-slip wax and other edgings are also viable options to improve traction on treads.

Stairwells should also be well lit to ensure good visibility. Burnt out bulbs or under illuminated fixtures should be replaced immediately.

Finally, make sure that any set of stairs with three treads or more are provided with properly mounted handrails. Consult with the NFPA Life Safety Code to determine the handrail requirements for your stairwells.



# **Component 5: Carpet, Cords and More**

A common misperception is that there are no workplace hazards in places like offices, libraries or museums. The reality is there are a number of significant risks in these locations, and slips and falls are a major cause of injury here, too.

In office settings some of the more common contributing factors are unsecured carpeting, cords strewn in walkways and under desks, drawers left open and materials stored under desks.

Carpets and rugs should be inspected frequently to ensure there are no rolls that create trip hazards. If rolls exist, the carpet should be restretched or replaced. Entry rugs should be adjusted to prevent rolls and the ends secured.

As more electronic equipment is used in offices, more cords are present. Newer buildings have been designed to accommodate the increase in cords and wiring, however, older buildings with fewer outlets and no means to convey wiring in the walls or ceiling may have to runs cords and wires on the floor. To address this exposure, bridges should be used to cover cords and wiring across floors. The bridges should lie flat on the floor or be secured with tape.

Cords and wires also represent a trip hazard when they dangle from the desk top to the floor. Employee's feet can become

tangled in unrestricted wires and cause employees to fall when they attempt to get up from their desk. Cords and wires should be placed in cord harnesses and secured to the desk to prevent dangling.



Another cause of office trips and falls are low level filing drawers left open. Not only can these cause falls but the sharp edges can be a source a severe cuts. Be sure to close all drawers that are not in immediate use.



Probably the most important strategy for slip and fall prevention in the office environment is to train employees to maintain awareness of their surroundings. Keep eyes on the path ahead and look for potential hazards.

# **Component 6: Elevated Work**

Slips and falls from elevated work platforms like ladders, scaffolds and decks are not as frequent as other types of slips and falls but they tend to be very serious in terms of physical damage to the injured person.

Ladder related falls are the most typical falls that we see from this group. Fall from ladders are a result of a number of factors that can include:

- Using a ladder that is too short for the task.
- Setting up a ladder incorrectly or in an unstable manner.
- Over reaching from a ladder.
- Walking up a ladder with a load in hand.

Employees who may use ladders for their jobs should be trained on the following points according to Occupational Safety and Health Administration:

- Proper selection of ladders for the task, i.e. height, weight limits and type.
- Inspection of ladders prior to use.
- Proper set up of ladders including securing to base if applicable.
- Properly ascending and descending ladders with three points of contact.

IMWCA has online training and DVDs to assist with this training. Ladder manufactures may also have other resources to assist with training, selection and inspection.

Another common and yet unfortunate cause of falls from elevated work platforms occurs when employees stand on chairs or other makeshift platforms. These platforms are not intended for elevated work. Do not allow chairs to be used in lieu of a ladder regardless of the height of the task.

Regarding falls from scaffolding, poor construction or lack of proper railings are two of the most common reasons falls occur. Always use only qualified employees to set up scaffolding. Inspect the scaffolding each day and ensure all rails are in place and properly secured when scaffolding is in use. Employees should always climb scaffolding using three points of contact on the scaffolding rungs.

For moving work platforms, use basket trucks or man lifts with proper fall protection. Never use the bucket of a loader as a work platform. Buckets are not designed for this task. Many serious injuries occur when employees are knocked out of the bucket.

Finally, when working from elevated decks, always ensure that the railing system is in place and any gates or chains are in place before starting a task.

# **IMWCA Resources**

 Suggested Online Training Course: <u>Ladder and Scaffold</u> Safety LA09

# **Component 7: Wet Floors**

Slips and falls can occur anywhere when the potential of reduced traction exist. One element that contributes significantly to reduced traction is the presence of moisture on floors. Wet floors can occur in office buildings, shops, nursing homes, kitchens and any other location with impermeable flooring like tile, cement or marble.

There are several reasons that moisture occurs in these locations:

- Leaks from roof or plumbing
- Melting snow or ice carried in by footwear
- Housekeeping duties such as mopping or washing
- Condensation from washers
- Melting snow from equipment being serviced in shops
- Splashing from operations at water and wastewater treatment facilities



Drain pipe splashing excessive moisture



Wet kitchen floor

To reduce or eliminate moisture spots in walkways, follow these key, common sense strategies:

- Practice good housekeeping by immediately mopping up excess moisture.
- When cleaning wet floors, place warning signs in travel portions of walkways.

- Fix leaks immediately.
- Place carpets at building entries to catch melting snow and ice from footwear. Change out carpets frequently during winter months to prevent over saturation.
- Ventilate rooms with high humidity, like laundry rooms and kitchens.
- Provide slip resistant mats in front of sinks, dishwashers and washer/dryers to keep water drips from accumulating.
- When possible use traction tape, textured paint or nonslip floor treatment in environments with heavy moisture potential, such as water and wastewater buildings.
- Wear proper slip resistant footwear.
- Take your time when walking in areas that are generally wet, such as maintenance bays.
- Implement a reporting process that employees can use when they see a problem.



Warning signs and chain barrier to prevent passage on wet floor

# **IMWCA Resources**

Sample You Tube Training Video: Slip and Fall in Kitchen Video: http://www.bing.com/videos/search?q=slips+trips+and+falls+in+kitchens&view=detail&mid=3E9C3F7CDAB36D13D13E3E9C3F7CDAB36D13D13E&first=0

# **Component 8: Health**

Ice and snow, uneven walking surfaces and other contributing factors are generally the main causes of slips and falls. However, there is another causation that rarely gets covered but one that is increasingly playing a growing role in slip and falls. That causation is your health!

In a review of IMWCA slip and fall claims health-related conditions were a contributing factor in either the cause or severity of the injury. In this section some health issues will be discussed. First, obesity played a role in over half of the largest slip and fall claims. Overweight individuals with limited mobility were more susceptible to tripping due to problems associated with limited flexibility and balance. Obese individuals tended to suffer more acute knee and back injuries compared to other workers.

Second, diabetics had a higher than average number of falls due to low blood sugar events that caused disorientation or fainting. Employers and employees must be vigilant about monitoring the employees' glucose levels. This may include training for both parties on what to watch for as warning signs.

Third, medications, such as cold medicines and cough syrup, can affect you basic motor skills and cause imbalance. Employees taking medications that can affect their performance should report this to their supervisor. If an employee is unable to safely perform the functions of their duties due to medication, then the employee should use sick days until they are cleared for duty.

Finally, sleep deprivation can affect your balance in a manner similar to medications. Your balance and awareness can be impeded if you are tired. Making sure employees are well rested. If they appear overly fatigued, then the employee should be reassigned or sent home.

In summary, besides a safe and compliant workplace, employee health also affects the probability of slips and falls in the workplace. Employers should monitor their employees to ensure they are physically capable of doing the job and provide assistance to those with morbid conditions to control the potential problems. If employees are having problems with slips and falls, a functional capacity exam might be in order. Always be sure to consult with your employment attorney or Human Resources professional for guidance.



# Grinnell PUBLIC WORKS AND GROUNDS Meeting MONDAY, AUGUST 17, 2015 AT 6:15 P.M. IN THE COUNCIL CHAMBERS OF THE GRINNELL COMMUNITY CENTER

# **TENTATIVE AGENDA**

ROLL CALL: Hueftle-Worley (Chair), Wray, Bly

# PERFECTING AND APPROVAL OF AGENDA:

# **COMMITTEE BUSINESS:**

- Consider approval of the amended supplemental agreement for maintenance of Primary Roads in Municipalities between the Iowa Department of Transportation and city of Grinnell for FY2016.
- 2. Consider resolution approving the contract for the Community Development Block Grant (CDBG) Program Contract for the 2015 West Side Sanitary Sewer Rehabilitation Project (See Resolution No. 2015-88).
- 3. Consider setting public hearing on the USDA Rural Development Grant Application for September 8, 2015 at 7:00 p.m.

**INQUIRIES:** 

**ADJOURNMENT** 

To: Dave Popp, Public Services Director -

I looked at revising the Supplemental Agreement between the DOT and the City of Grinnell for fiscal year FY 2016.

The original Supplemental Agreement that I recently sent for FY 2016 had an attachment that provided for the City to maintain US 6 and also lowa 146 from  $11^{th}$  street then south to the north corporate line of I-80. The dollar amount in that agreement for lowa 146 was \$32,524.40 and for US 6 it was \$13,072.00. Or \$45,596.40 total.

If Iowa 146 is revised to reflect the old limits, i.e. from 11<sup>th</sup> street then south to approximately the Hy-Vee drive, the dollar amount of the Supplemental Agreement for FY 2016 would become:

US 6---\$13,072.00 lowa 146---\$13,672.80. Or \$26,744.80 total.

Cy Quick, P.E.
Iowa DOT District 1
Des Moines Area Engineer
2300 S.E. 17th Street
Grimes, Iowa 50111-6612
Phone: 986-5729, area code 515
Cell: 250-3377, area code 515
Office Fax: 986-5735, area code 515

LAN Fax: 1-515-817-6637 eMail: Cy.Quick@dot.iowa.gov

Form 810035wd 05-01

# Iowa Department of Transportation SUPPLEMENTAL AGREEMENT For Maintenance of Primary Roads in Municipalities

This Supplemental Agreement made and entered into by and between the Municipality of <u>Grinnell</u>

Р	oweshiek	County, Iowa, he	reinafter referred to as th	ne Municipality, and the I	owa Department of
		wa, hereinafter referred to		, , , , , , , , , , , , , , , , , , , ,	
AG	REEMENT:				
l.		oplements the Agreement f n <u>August 3</u> , <u>201</u>			
II.	I.B.1, I.B.3, I.B.4 an	rees to perform and acced I.C.1 of the basic Agreer cally described in this section	nent, with respect to the		
	In consideration the acceptable work at	reof, the Department agree the end of the fiscal year e	es to pay the Municipality nding on June 30 <sup>th</sup> :	at the rate of <u>See atta</u>	ched / lane mile for
	Route See attached	From See attached	To See attached	Lane Miles See attached	Total Cost See attached
Ш.	traffic services and	ance does not include full painting and structural repa urther agrees to perform ed below: None	air to bridges.	-	
	In consideration the been completed: N	ereof, the Department agre one	ees to pay the Municipa	lity the following amour	its after the work has
IV.	This Supplemental <i>i</i>	Agreement may be termina	ated at any time by either	party upon 30 days writ	ten notice.
V.	This Supplemental <i>i</i> terminated.	Agreement shall be in effec	ot from July 1, <u>2015</u> to	June 30, <u>2016</u> unles	s re-negotiated or
	WITNESS WHEREOF cated below.	, the parties hereto have s	et their hands, for the pu	rposes herein expressed	d on the dates
	MUN	IICIPALITY	IOWA	DEPARTMENT OF TRA	NSPORTATION
Ву			ВҮ		
-				District Engineer	
Dat	<del>C</del>		Date		

0.608 \$ 1, 1.208 \$ 5, 1, 1.208 \$ 5, 1, 1.208 \$ 5, 1, 1.388 \$ 5, 2, 2, 0.05 \$ 6, 0.05 \$ 6, 0.05 \$ 6, 0.04 \$ 6, 0.04 \$ 6, 0.04 \$ 6, 0.04 \$ 6, 0.04 \$ 6, 0.04 \$ 6, 0.04 \$ 6, 0.04 \$ 6, 0.04 \$ 6, 0.04 \$ 6, 0.04 \$ 6, 0.04 \$ 6, 0.04 \$ 6, 0.04 \$ 6, 0.05 \$ 6, 0.04 \$ 6, 0.05 \$ 6, 0.04 \$ 6, 0.05 \$ 6, 0.04 \$ 6, 0.05 \$ 6, 0.04 \$ 6, 0.05 \$ 6, 0.04 \$ 6, 0.05 \$ 6, 0.05 \$ 6, 0.05 \$ 6, 0.05 \$ 6, 0.05 \$ 6, 0.05 \$ 6, 0.05 \$ 6, 0.05 \$ 6, 0.05 \$ 6, 0.05 \$ 6, 0.05 \$ 6, 0.05 \$ 6, 0.05 \$ 6, 0.05 \$ 6, 0.05 \$ 6, 0.05 \$ 6, 0.05 \$ 6, 0.05 \$ 6, 0.05 \$ 6, 0.00 \$ 6, 2, 0.00 \$ 6	US 6 Grinnell From	То	miles	Total mi	2012 ADT	2015	2015 lane mile rate	# lanes	Lane miles	\$\$\$	
treet         Reed Street         0.122         0.232         5300         \$         2,100.00         4         0.608         \$1           eet         lowad Street         0.332         0.534         6300         \$         2,100.00         4         0.688         \$2,1           reet         Summer Street         0.512         1.213         6500         \$         2,100.00         4         0.688         \$2,1           Street         Penrose Street         0.512         1.213         6500         \$         2,100.00         4         0.688         \$2,1           Ling Creek Ave         0.05         8600         \$         2,100.00         4         1.288         \$2,2           Ling Creek Ave         0.05         8600         \$         2,100.00         4         1.288         \$2,2           Ling Creek Ave         0.05         8600         \$         2,100.00         1         0.05         \$3           Lind Breecoach Road         0.05         8600         \$         2,100.00         1         0.05         \$3           Lind Breecoach Road         0.05         8600         \$         2,100.00         1         0.05         \$3           Lin Bree	Old Hy-Vee	Prince Street	0.080	0.080	3060	↔	2,000.00	4	0.320	÷	\$ 640.00
Set         lowa 146         0.302         0.534         6300         \$         2,100.00         4         1.208         \$           Set         Broad Street         0.167         0.701         7500         \$         2,100.00         4         0.688         \$           Street         Pennose Street         0.147         1.26         5300         \$         2,100.00         4         0.688         \$           th ROW line         Stagecoach Road         0.05         8600         \$         2,100.00         4         1.236         \$           th ROW line         Stagecoach Road         0.05         8600         \$         2,100.00         4         1.236         \$           th ROW line         at Lang Creek Ave         0.05         8600         \$         2,100.00         4         1.236         \$           turn lane         at Lang Creek Ave         0.05         8600         \$         2,100.00         1         0.05         \$           turn lane         at Stagecoach Rd         0.05         8900         \$         2,100.00         1         0.05         \$           turn lane         at Stakely Cir         0.04         8900         \$         2,100.00	Prince Street	Reed Street	0.152	0.232	5300	₹,	2,100.00	4	0.608	\$1,276.80	\$ 1,916.80
Signature of the control of	Reed Street	lowa 146	0.302	0.534	9300	↔	2,100.00	4	1.208	\$2,536.80	\$ 4,453.60
treet         Summer Street         0.512         1.213         6500         \$ 2,100.00         4         2.048         \$ 4,54           Street         Penrose Street         0.347         1.56         5300         \$ 2,100.00         4         1.388         \$ 3,4           th ROW line         Stagecoach Road         0.039         8600         \$ 2,100.00         1         0.05         \$ 2,100.00         1         0.05         \$ 3,100.00         1         0.05         \$ 3,100.00         1         0.05         \$ 3,100.00         1         0.05         \$ 3,100.00         1         0.05         \$ 3,100.00         1         0.05         \$ 3,100.00         1         0.05         \$ 3,100.00         1         0.05         \$ 3,100.00         1         0.05         \$ 3,100.00         1         0.05         \$ 3,100.00         1         0.05         \$ 3,100.00         1         0.05         \$ 3,100.00         1         0.05         \$ 3,100.00         1         0.05         \$ 3,100.00         1         0.05         \$ 3,100.00         1         0.04         \$ 3,100.00         1         0.05         \$ 3,100.00         1         0.05         \$ 3,100.00         1         0.05         \$ 3,100.00         1         0.04         <	lowa 146	<b>Broad Street</b>	0.167	0.701	7500	᠊ᡐ	2,100.00	4	0.668	\$1,402.80	\$ 5,856.40
Street         Penrose Street         0.347         1.56         530         \$         2,100.00         4         1.388         \$           th ROW line         Stagecoach Road         0.309         0.309         0.309         8600         \$         2,100.00         1         0.05         \$           In lane         at Lang Creek Ave         0.05         8600         \$         2,100.00         1         0.05         \$           In lane         at Stagecoach Rd         0.05         8600         \$         2,100.00         1         0.05         \$           sch Road         9 Finder Ave         1.003         1.312         8600         \$         2,100.00         1         0.05         \$           sch Road         at Stagecoach Rd         0.05         8900         \$         2,100.00         1         0.05         \$           sum lane         at Stagecoach Rd         0.05         8900         \$         2,100.00         1         0.05         \$           um lane         at N Blakely Cir         0.04         8900         \$         2,100.00         1         0.04         \$           um lane         at Lohn Deere limp         0.04         8900         \$	<b>Broad Street</b>	Summer Street	0.512	1.213	6500	❖	2,100.00	4	2.048	\$4,300.80	\$10,157.20
th ROW line Stagecoach Road 0.309 0.309 8600 \$ 2,100.00 4 1.236 \$2,2 mr lane at Lang Creek Ave 0.05 8600 \$ 2,100.00 1 0.05 \$ 2	Summer Street	Penrose Street	0.347	1.56	2300	ᡐ	2,100.00	4	1.388	\$2,914.80	\$13,072.00
Vorth ROW line         Stagecoach Road         0.309         0.309         8600         \$         2,100.00         4         1.236         \$           ft turn lane         at Lang Creek Ave         0.05         8600         \$         2,100.00         1         0.05         \$           ft turn lane         at Lang Creek Ave         0.05         8600         \$         2,100.00         1         0.05         \$           ft turn lane         at Stagecoach Rd         0.05         8900         \$         2,100.00         1         0.05         \$           ft turn lane         at Stagecoach Rd         0.05         8900         \$         2,100.00         1         0.05         \$           aft turn lane         at Slakely Cir         0.04         8900         \$         2,100.00         1         0.04         \$           aft turn lane         at Slakely Cir         0.04         8900         \$         2,100.00         1         0.04         \$           aft turn lane         at Zimmerman Dr         0.04         8900         \$         2,100.00         1         0.04         \$           aft turn lane         at John Deere Imp         0.04         8900         \$         2,100.00 <td>146 Grinnell</td> <td></td>	146 Grinnell										
ft turn lane         at Lang Creek Ave         0.05         8600         \$ 2,100.00         1         0.05         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04	I-80 North ROW line		0.309	0.309	8600	ᡐ	2,100.00	4	1.236	\$ 2,595.60	\$ 2,595.60
If turn lane         at Lang Creek Ave         0.05         8600         \$ 2,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04	NB left turn lane	at Lang Creek Ave	0.05		8600	᠊ᡐ	2,100.00	Н	0.05	\$ 105.00	
ffturn lane         at Stagecoach Rd         0.05         8600         \$ 2,100.00         1         0.05         \$ 8600         \$ 2,100.00         4         4.012         \$ 88           scoach Road         Pinder Ave         1.003         1.312         8900         \$ 2,100.00         4         4.012         \$ 88           ff turn lane         at Stagecoach Rd         0.05         8900         \$ 2,100.00         1         0.05         \$ 8900         \$ 2,100.00         1         0.05         \$ 8900         \$ 2,100.00         1         0.04         \$ 8900         \$ 2,100.00         1         0.04         \$ 8900         \$ 2,100.00         1         0.04         \$ 8900         \$ 2,100.00         1         0.04         \$ 8900         \$ 2,100.00         1         0.04         \$ 8900         \$ 2,100.00         1         0.04         \$ 8900         \$ 2,100.00         1         0.04         \$ 8900         \$ 2,100.00         1         0.04         \$ 8900         \$ 2,100.00         1         0.04         \$ 8900         \$ 2,100.00         1         0.04         \$ 8900         \$ 2,100.00         1         0.04         \$ 8900         \$ 2,100.00         1         0.04         \$ 8900         \$ 2,100.00         1         0.04         <	SB left turn lane	at Lang Creek Ave	0.05		8600	↔	2,100.00	$\vdash$	0.05	\$ 105.00	\$ 2,805.60
Finder Ave         1.003         1.312         8900         \$ 2,100.00         4         4.012         \$ 8,8           Fiturn lane         at Stagecoach Rd         0.05         8900         \$ 2,100.00         1         0.05         \$ 8,8           afturn lane         at S. Blakely Cir         0.03         8900         \$ 2,100.00         1         0.05         \$ \$ 5,100.00         1         0.05         \$ \$ 5,100.00         1         0.05         \$ \$ 5,100.00         1         0.05         \$ \$ 5,100.00         1         0.05         \$ \$ 5,100.00         1         0.04         \$ \$ 5,100.00         1         0.04         \$ \$ 5,100.00         1         0.04         \$ \$ 5,100.00         1         0.04         \$ \$ 5,100.00         1         0.04         \$ \$ 5,100.00         1         0.04         \$ \$ 5,100.00         1         0.04         \$ \$ 5,100.00         1         0.04         \$ \$ 5,100.00         1         0.04         \$ \$ 5,100.00         1         0.04         \$ \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00	NB left turn lane	at Stagecoach Rd	0.05		8600	↔	2,100.00	Н	0.05	\$ 105.00	\$ 2,910.60
ft turn lane         at Stagecoach Rd         0.05         8900         \$ 2,100.00         1         0.05         \$ 4,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.04<	Stagecoach Road	Pinder Ave	1.003	1.312	8900	❖	2,100.00	4	4.012	\$8,425.20	\$11,335.80
eft turn lane         at S. Blakely Cir         0.05         8900         \$ 2,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.05         \$ 5,100.00         1         0.04         \$ 5,100.00         1         0.0	SB left turn lane	at Stagecoach Rd	0.02		8900	↔	2,100.00	₩	0.05	\$ 105.00	\$11,440.80
ft turn lane         at S. Blakely Cir         0.04         8900         \$ 2,100.00         1         0.04         \$ 15 th changes           eft turn lane         at N. Blakely Cir         0.05         8900         \$ 2,100.00         1         0.04         \$ 1           eft turn lane         at X. Blakely Cir         0.04         8900         \$ 2,100.00         1         0.04         \$ 1           eft turn lane         at Zimmerman Dr         0.04         8900         \$ 2,100.00         1         0.04         \$ 1           eft turn lane         at John Deere Imp         0.04         8900         \$ 2,100.00         1         0.04         \$ 1           eft turn lane         at John Deere Imp         0.04         8900         \$ 2,100.00         1         0.04         \$ 1           eft turn lane         at John Deere Imp         0.04         8900         \$ 2,100.00         1         0.04         \$ 1,0           eft turn lane         at John Deere Imp         0.04         8900         \$ 2,100.00         1         0.04         \$ 1,0           eft turn lane         at Pinder Ave         0.045         8900         \$ 2,100.00         1         0.04         \$ 1,0           eft turn lane         at Indust	NB Left turn lane	at S. Blakely Cir	0.05		8900	᠊ᡐ	2,100.00	Н	0.05	\$ 105.00	\$11,545.80
eft turn lane         at N. Blakely Cir         0.05         8900         \$ 2,100.00         1         0.05         \$ 1           ft turn lane         at N. Blakely Cir         0.04         8900         \$ 2,100.00         1         0.04         \$ 1           eft turn lane         at Zimmerman Dr         0.04         8900         \$ 2,100.00         1         0.04         \$ 1           eft turn lane         at John Deere Imp         0.04         8900         \$ 2,100.00         1         0.04         \$ 1           eft turn lane         at John Deere Imp         0.04         8900         \$ 2,100.00         1         0.04         \$ 1           eft turn lane         at John Deere Imp         0.04         8900         \$ 2,100.00         1         0.04         \$ 1           eft turn lane         at John Deere Imp         0.05         8900         \$ 2,100.00         1         0.04         \$ 1           eft turn lane         at Pinder Ave         0.045         1.808         9500         \$ 2,100.00         1         0.045         \$ 1           eft turn lane         at Industrial Ave         0.05         \$ 2,100.00         1         0.045         \$ 1           Ave         Washington Ave         0.	SB Left turn lane	at S. Blakely Cir	0.04		8900	₹\$-	2,100.00	⊣	0.04	\$ 84.00	\$11,629.80
ft turn lane         at N. Blakely Cir         0.04         8900         \$ 2,100.00         1         0.04         \$ 5           eft turn lane         at Zimmerman Dr         0.04         8900         \$ 2,100.00         1         0.04         \$ 5           ft turn lane         at John Deere Imp         0.04         8900         \$ 2,100.00         1         0.04         \$ 2,100.00         1<	NB Left turn lane	at N. Blakely Cir	0.02		8900	ጭ	2,100.00	⊣	0.05	\$ 105.00	\$11,734.80
eft turn lane         at Zimmerman Dr         0.04         8900         \$ 2,100.00         1         0.04         \$           ft turn lane         at Zimmerman Dr         0.04         8900         \$ 2,100.00         1         0.04         \$           eft turn lane         at John Deere Imp         0.04         8900         \$ 2,100.00         1         0.04         \$           eft turn lane         at John Deere Imp         0.05         8900         \$ 2,100.00         1         0.04         \$           eft turn lane         at John Deere Imp         0.045         1.808         9500         \$ 2,100.00         1         0.04         \$           er Ave         Ogan Ave         0.045         1.808         9500         \$ 2,100.00         1         0.04         \$           er Ave         Ogan Ave         0.075         9500         \$ 2,100.00         1         0.04         \$           eft turn lane         at Industrial Ave         0.05         \$ 2,100.00         1         0.05         \$           eft turn lane         at Industrial Ave         0.06         \$ 2,100.00         1         0.05         \$ 1,100.00           eft turn lane         at Ogan Ave         0.06         2.2100.00 </td <td>SB Left turn lane</td> <td>at N. Blakely Cir</td> <td>0.04</td> <td></td> <td>8900</td> <td>ᡐ</td> <td>2,100.00</td> <td>Н</td> <td>0.04</td> <td>\$ 84.00</td> <td>\$11,818.80</td>	SB Left turn lane	at N. Blakely Cir	0.04		8900	ᡐ	2,100.00	Н	0.04	\$ 84.00	\$11,818.80
ft turn lane         at Zimmerman Dr         0.04         8900         \$ 2,100.00         1         0.04         \$ 2,100.00           eft turn lane         at John Deere Imp         0.04         8900         \$ 2,100.00         1         0.04         \$ 1           ft turn lane         at John Deere Imp         0.05         8900         \$ 2,100.00         1         0.04         \$ 1           eft turn lane         at 400th Ave         0.05         1.808         9500         \$ 2,100.00         1         0.04         \$ 1           eft turn lane         at Pinder Ave         0.075         \$ 2,100.00         1         0.045         \$ 2,100.00         1         0.045         \$ 1           eft turn lane         at Industrial Ave         0.05         \$ 2,100.00         1         0.075         \$ 1         0.075         \$ 1         0.075         \$ 1         0.075         \$ 1         0.075         \$ 1         0.075         \$ 1         0.00         \$ 1         0.075         \$ 1         0.00         \$ 1         0.075         \$ 1         0.00         \$ 1         0.075         \$ 1         0.075         \$ 1         0.00         \$ 1         0.075         \$ 1         0.00         \$ 1         0.00         0.00<	NB Left turn lane	at Zimmerman Dr	0.04		8900	<b>\$</b>	2,100.00	Н	0.04	\$ 84.00	\$11,902.80
Eft turn lane         at John Deere Imp         0.04         8900         \$ 2,100.00         1         0.04         \$ 1,100.00         1         0.04         \$ 1,100.00         1         0.04         \$ 1,100.00         1         0.04         \$ 1,100.00         1         0.04         \$ 1,100.00         1         0.05         \$ 1,100.00         1         0.05         \$ 1,100.00         1         0.05         \$ 1,100.00         1         0.05         \$ 1,100.00         1         0.05         \$ 1,100.00         1         0.05         \$ 1,100.00         1         0.045         \$ 1,100.00         1         0.045         \$ 1,100.00         1         0.045         \$ 1,100.00         1         0.045         \$ 1,100.00         1         0.045         \$ 1,100.00         1         0.045         \$ 1,100.00         1         0.075         \$ 1,100.00         1         0.075         \$ 1,100.00         1         0.04         \$ 1,100.00         1         0.04         \$ 1,100.00         1         0.04         \$ 1,100.00         1         0.04         \$ 1,100.00         1         0.04         \$ 1,100.00         1         0.04         \$ 1,100.00         1         0.04         \$ 1,100.00         1         0.04         \$ 1,100.00         1	SB Left turn lane	at Zimmerman Dr	0.04		8900	<b>ب</b>	2,100.00	₩	0.04	\$ 84.00	\$11,986.80
ft turn lane         at John Deere Imp         0.04         8900         \$ 2,100.00         1         0.04         \$ 1,100.00         1         0.05         \$ 1,100.00         1         0.05         \$ 1,100.00         1         0.05         \$ 1,100.00         1         0.05         \$ 1,100.00         1         0.05         \$ 1,100.00         1         0.045         \$ 1,100.00         1<	NB Left turn lane	at John Deere Imp	0.04		8900	ጭ	2,100.00	Н	0.04	\$ 84.00	\$12,070.80
eft turn lane         at 400th Ave         0.05         8900         \$ 2,100.00         1         0.05         \$ 1384         \$ 4,1           er Ave         Ogan Ave         0.045         1.808         9500         \$ 2,100.00         4         1.984         \$ 4,1           ft turn lane         at Pinder Ave         0.075         9500         \$ 2,100.00         1         0.045         \$ 1           eft turn lane         at Industrial Ave         0.05         \$ 2,100.00         1         0.075         \$ 1           eft turn lane         at Industrial Ave         0.04         9500         \$ 2,100.00         1         0.075         \$ 1           Ave         Washington Ave         0.805         2.613         11500         \$ 2,200.00         4         3.22         \$ 7,0           ft turn lane         at Ogan Ave         0.05         1.0500         \$ 2,200.00         4         0.05         \$ 1,7           et turn lane         at Ogan Ave         0.201         2.814         1.2400         \$ 2,200.00         4         0.804         \$ 1,7           e         US 6         0.503         3.317         10500         \$ 2,200.00         4         0.000         \$ 1.000         \$ 2,100.00	SB Left turn lane	at John Deere Imp	0.04		8900	ጭ	2,100.00	1	0.04	\$ 84.00	\$12,154.80
Er Ave         Ogan Ave         0.496         1.808         9500         \$ 2,100.00         4         1.984         \$4,1           ft turn lane         at Pinder Ave         0.045         9500         \$ 2,100.00         1         0.045         \$ 1           eft turn lane         at Industrial Ave         0.05         \$ 2,100.00         1         0.075         \$ 1           eft turn lane         at Ogan Ave         0.04         9500         \$ 2,100.00         1         0.04         \$ 1           Ave         Washington Ave         0.805         2.613         11500         \$ 2,200.00         4         3.22         \$ 7,0           ft turn lane         at Ogan Ave         0.05         2.200.00         4         0.05         \$ 2,200.00         4         0.05         \$ 1,7           ft turn lane         at Ogan Ave         0.201         2.814         12400         \$ 2,200.00         4         0.05         \$ 1,7           ve         US 6         0.503         3.317         10500         \$ 2,200.00         4         0.000         \$ 2,100.00         2         1.000         \$ 2,100.00         2         1.000         \$ 2,100.00         4         0.002         2         2,200.00	NB Left turn lane	at 400th Ave	0.02		8900	ᡐ	2,100.00	Т	0.05	\$ 105.00	\$12,259.80
ft turn lane         at Pinder Ave         0.045         \$ 5,100.00         1         0.045         \$ 1           eft turn lane         at Industrial Ave         0.075         \$ 500         \$ 2,100.00         1         0.075         \$ 1           ft turn lane         at Ogan Ave         0.04         \$ 500         \$ 2,100.00         1         0.05         \$ 1           Ave         Washington Ave         0.805         2.613         11500         \$ 2,200.00         4         3.22         \$ 7,0           ft turn lane         at Ogan Ave         0.05         1.1500         \$ 2,200.00         4         0.05         \$ 1,7           inington Ave         1st Ave         0.201         2.814         12400         \$ 2,200.00         4         0.804         \$ 1,7           ve         US 6         0.503         3.317         10500         \$ 2,200.00         4         0.00         \$ 2,100.00         2         1.000         \$ 2,1           ave         US 6         0.503         3.817         6400         \$ 2,100.00         2         1.000         \$ 2,1           ave         0.500         3.817         6400         \$ 2,100.00         2         0.08         \$ 2,1	Pinder Ave	Ogan Ave	0.496	1.808	9500	Υ.	2,100.00	4	1.984	\$4,166.40	\$16,426.20
eft turn lane         at Industrial Ave         0.075         \$ 9500         \$ 2,100.00         1         0.075         \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	SB Left turn lane	at Pinder Ave	0.045		9500	ᡐ	2,100.00	₩	0.045	\$ 94.50	\$16,520.70
ft turn lane         at Industrial Ave         0.05         \$ 2,100.00         1         0.05         \$ 1           eft turn lane         at Ogan Ave         0.04         9500         \$ 2,100.00         1         0.04         \$ 1           Ave         Washington Ave         0.805         2.613         11500         \$ 2,200.00         4         3.22         \$ 7,0           ft turn lane         at Ogan Ave         0.05         2.200.00         4         0.05         \$ 1,0           inington Ave         1st Ave         0.503         3.317         10500         \$ 2,200.00         4         0.804         \$ 1,7           ve         US 6         0.503         3.317         10500         \$ 2,200.00         4         2.012         \$ 4,4           lanes at North leg at US 6         0.004         \$ 2,100.00         2         1.000         \$ 2,1	NB Left turn lane	at Industrial Ave	0.075		9500	ጭ	2,100.00	⊣	0.075	\$ 157.50	\$16,678.20
Ave       Washington Ave       0.04       9500       \$ 2,100.00       1       0.04       \$ 57.0         Ave       Washington Ave       0.805       2.613       11500       \$ 2,200.00       4       3.22       \$ 7,0         ft turn lane       at Ogan Ave       0.05       11500       \$ 2,200.00       4       0.05       \$ 1,7         inington Ave       1st Ave       0.503       3.317       10500       \$ 2,200.00       4       0.804       \$ 1,7         ve       US 6       0.503       3.817       6400       \$ 2,100.00       2       1.000       \$ 2,1         lanes at North leg at US 6       0.04       6400       \$ 2,100.00       2       0.08       \$ 1	SB Left turn lane		0.05		9500	<b>ئ</b>	2,100.00	$\vdash$	0.02	\$ 105.00	\$16,783.20
Ave         Washington Ave         0.805         2.613         11500         \$ 2,200.00         4         3.22           ft turn lane         at Ogan Ave         0.05         11500         \$ 2,200.00         1         0.05           inington Ave         1st Ave         0.201         2.814         12400         \$ 2,200.00         4         0.804           ve         US 6         0.503         3.317         10500         \$ 2,200.00         4         2.012           lanes at North leg at US 6         0.04         \$ 6400         \$ 2,100.00         2         1.000	NB Left turn lane	at Ogan Ave	0.04		9500	ᡐ	2,100.00	Н	0.04	\$ 84.00	\$16,867.20
ft turn lane       at Ogan Ave       0.05       11500       \$ 2,200.00       1       0.05       \$ 1,1500       \$ 2,200.00       4       0.804       \$ 1,1000         ve       US 6       0.503       3.317       10500       \$ 2,200.00       4       2.012       \$ 4,100         ve       US 6       0.500       3.817       6400       \$ 2,100.00       2       1.000       \$ 2,100         lanes at North leg at US 6       0.04       6400       \$ 2,100.00       2       0.08       \$ \$	Ogan Ave		0.805	2.613	11500	ዯ	2,200.00	4	3.22	\$7,084.00	\$ 23,951.20
ington Ave 1st Ave 0.201 2.814 12400 \$ 2,200.00 4 0.804 ve US 6 0.503 3.317 10500 \$ 2,200.00 4 2.012 lith Ave 0.500 3.817 6400 \$ 2,100.00 2 1.000 lanes at North leg at US 6 0.04 6400 \$ 2,100.00 2 0.08	SB Left turn lane	at Ogan Ave	0.05		11500	₹	2,200.00	ᆏ	0.05	\$ 110.00	\$ 24,061.20
ve         US 6         0.503         3.317         10500         \$ 2,200.00         4         2.012           11th Ave         0.500         3.817         6400         \$ 2,100.00         2         1.000           lanes at North leg at US 6         0.04         6400         \$ 2,100.00         2         0.08	Washington Ave	1st Ave	0.201	2.814	12400	↔	2,200.00	4	0.804	\$1,768.80	\$ 25,830.00
11th Ave 0.500 3.817 6400 \$ 2,100.00 2 1.000 lanes at North leg at US 6 0.04 6400 \$ 2,100.00 2 0.08	1st Ave	US 6	0.503	3.317	10500	ጭ	2,200.00	4	2.012	\$4,426.40	\$30,256.40
0.04 6400 \$ 2,100.00 2 0.08 \$	ns 6	11th Ave	0.500	3.817	6400	↔	2,100.00	7	1.000	\$2,100.00	\$32,356.40
	Turn lanes at North le	eg at US 6	0.04		6400	ᡐ	2,100.00	2	0.08	\$ 168.00	\$32,524.40

Note: I-80 N ROW line = Ramp corner post at WB I-80 off ramp

# Iowa Department of Transportation SUPPLEMENTAL AGREEMENT For Maintenance of Primary Roads in Municipalities

Donorfmont of	, and the lower Department of
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Agreement made and entered into by and between the Munic County. Iowa. hereinaffer referred to as the Mi	Ames, lowa, hereinafter referred to as the Department.
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	This Agreement suppleme into by the parties on Aug	ments the Agreement for M August 3,2011 , a	Supplements the Agreement for Maintenance and Repair of Primary Roads in Municipalities entered so August 3	of Primary Roads in Municipalities 2011	nicipalities entered
=		o perform and accept all of the basic Agreement, scribed in this section.	Il responsibility for those, with respect to the prim	maintenance activities ary roads within the cor	listed in Sections porate limits of the
	In consideration thereof, the Department agrees to pay the Municipality at the rate of acceptable work at the end of the fiscal year ending on June $30^{ ext{th}}$ .	e Department agrees to I of the fiscal year ending	pay the Municipality at tl g on June 30 <sup>th</sup> :	1	See attached / lane mile for
	Route See attached	From See attached	To See attached	Lane Miles See attached	Total Cost See attached
			el .		
	Pavement maintenance does not include full depth patching and bituminous resurfacing. traffic services and painting and structural repair to bridges.	oes not include full dep g and structural repair to	oth patching and bitumin bridges.		I.C.1 does not include
<b>=</b>	The Municipality further agrees t specifically described below: None	0	perform additional maintenance for the	the Department on primary	primary roads as
	In consideration thereof, theen completed: None	ne Department agrees t	thereof, the Department agrees to pay the Municipality the following amounts after the work has None	he following amounts a	after the work has
≥	This Supplemental Agreement may be terminated at any time by either party unon 30 days written notion	ent mav be terminated a	at any fime by either part	Sold down written	(; ;
>	This Supplemental Agreement shall be in effect from July 1,terminated.	ent shall be in effect froi	m July 1, <u>2015</u> to Jur	to June 30, <u>2016</u> unless re	o witten notice. unless re-negotiated or
N indi	IN WITNESS WHEREOF, the parties hereto have set their hands, for the purposes herein expressed on the dates indicated below.	arties hereto have set the	eir hands, for the purpos	es herein expressed on	the dates
	MUNICIPALITY	<u>YII.</u>	- IOWA DEP	IOWA DEPARTMENT OF TRANSPORTATION	PORTATION
By			BY _		
Date	0		Date	District Engineer	

US 6	Grinnell										
	From	То	miles	Total mi	2012 ADT	2015 la	ne mile rate	# lanes	Lane miles	\$\$\$	
	Old Hy-Vee	Prince Street	0.080	0.080	3060	\$	2,000.00	4	0.320	\$ 640.00	\$ 640.00
	Prince Street	Reed Street	0.152	0.232	5300	\$	2,100.00	4	0.608	\$1,276.80	\$ 1,916.80
	Reed Street	lowa 146	0.302	0.534	6300	\$	2,100.00	4	1.208	\$2,536.80	\$ 4,453.60
	lowa 146	Broad Street	0.167	0.701	7500	\$	2,100.00	4	0.668	\$1,402.80	\$ 5,856.40
	<b>Broad Street</b>	Summer Street	0.512	1.213	6500	\$	2,100.00	4	2.048	\$4,300.80	\$10,157.20
	Summer Street	Penrose Street	0.347	1.56	5300	\$	2,100.00	4	1.388	\$2,914.80	\$13,072.00
IA 146	Grinnell										
	11th Ave	US 6	0.500	0.5	6400	\$	2,100.00	2	1.000	\$2,100.00	\$ 2,100.00
	Turn lanes at North leg	g at US 6	0.04		6400	\$	2,100.00	2	0.08	\$ 168.00	\$ 2,268.00
	US 6	1st Ave	0.503	0.503	10500	\$	2,200.00	4	2.012	\$4,426.40	\$ 6,694.40
	1st Ave	Washington Ave	0.201	0.201	12400	\$	2,200.00	4	0.804	\$1,768.80	\$ 8,463.20
	Washington Ave	Hy-Vee Drive	0.592	0.592	11500	\$	2,200.00	4	2.368	\$5,209.60	\$13,672.80

Total \$26,744.80

## RESOLUTION NO. 2015-88

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK CONTRACT **AGREEMENT** GRANT (CDBG) BETWEEN THE CITY OF GRINNELL AND IOWA ECONOMIC DEVELOPMENT WEST AUTHORITY FOR THE 2015 SIDE SANITARY **SEWER** REHABILITATION.

WHEREAS, the city of Grinnell has been awarded a Community Development Block Grant in the amount of \$365,480 from the United States Department of Housing and Urban Development (HUD) for the 2015 West Side Sanitary Sewer Rehabilitation Project; and

WHEREAS, the city of Grinnell and the Iowa Economic Development Authority have reviewed and agreed to the terms and conditions within the Community Development Block (CDBG) Program Contract; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL that authorization be given to Mayor Canfield and City Clerk to sign the Iowa Economic Development Authority Community Development Block Grant (CDBG) Program Contract for the 2015 West Side Sanitary Sewer Rehabilitation Project.

PASSED AND APPROVED THIS 17th day of August, 2015.

	GORDON R. CANFIELD, MAYOR
ATTEST:	
P KAY CMELIK CITY CLERK	

# IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM CONTRACT

RECIPIENT: City of Grinnell CONTRACT NUMBER: 15-WS-013 EFFECTIVE DATE: July 17, 2015 AWARD AMOUNT: \$365,480 END DATE: July 31, 2018

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Authority") and "Recipient", effective as of the date stated above.

WHEREAS, the Authority is designated to receive, administer, and disburse CDBG funds; and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes primarily benefiting low and moderate income persons, eliminating slums and blight, or meeting community development needs having particular urgency; and

WHEREAS, the Recipient submitted an Application for funding to the Authority and the Authority has approved the Application; and

WHEREAS, in approving the Application the Authority has relied upon the Recipient's representations of proposed Project activities, management and financial condition of the Recipient, investment of other Project funds, and other material information contained therein; and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG funds is to primarily benefit low and moderate income persons, eliminate slums and blight, or meet community development needs having a particular urgency;

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

# ARTICLE 1 DEFINITIONS

As used in this Contract, the following terms shall apply:

- 1.1 Act means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.).
- 1.2 <u>ACTIVITY.</u> "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997. Activities are found in the line items in the Recipient's "Budget Activity" in lowaGrants.gov account and have specific performance targets.
- 1.3 <u>ADMINISTRATIVE CODE.</u> "Administrative Code" means 261 Iowa Administrative Code, Chapter 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.
- 1.4 <u>ALLOWABLE COSTS.</u> "Allowable Costs" are those costs which are identified in the "Budget Activity", Application, and consistent with Federal regulations and guidelines applicable to the CDBG program.
- 1.5 APPLICATION. "Application" is the Application the Recipient submitted in lowaGrants.gov.
- 1.6 <u>BUDGET.</u> "Budget" means the "Budget Activity" as found in the Recipient's lowaGrants.gov account.
- 1.7 <u>COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).</u> "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.8 CONTRACT. "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar

Prepared by: Dan Narber

Page 2 of 16

documents referred to in the Contract and all other instruments or documents executed by the Recipient or otherwise required in connection with the Contract, including the CDBG grant Application together with any related submittal documents.

- 1.9 <u>END DATE.</u> "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.
- 1.10 **GRANT.** "Grant" means the award of CDBG funds to the Recipient for Project activities.
- 1.11 HUD, "HUD" means the U.S. Department of Housing and Urban Development.
- 1.12 <u>IOWAGRANTS.GOV.</u> "Iowa Grants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.lowaGrants.gov.
- 1.13 <u>LOW- AND MODERATE-INCOME FAMILIES.</u> "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.
- 1.14 <u>LOW- AND MODERATE-INCOME PERSONS.</u> "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.
- 1.15 **PROJECT.** "Project" means the totality of "Activity", to be performed by the Recipient as described in the application the Recipient submitted in lowaGrants.gov and approved by the Authority.

# ARTICLE 2 FUNDING

- 2.1 <u>FUNDING SOURCE.</u> The source of funding for the Grant is a Federal appropriation for the Community Development Block Grant (CDBG) Program.
- 2.2 <u>RECEIPT OF FUNDS.</u> All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG program. Any termination, reduction or delay of CDBG funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG funds to the Recipient.
- 2.3 PRIOR COSTS. If any Recipient has received written approval from the Authority to incur certain costs prior to the Effective Date of this Contract, then said written approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.
- 2.4 <u>DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.</u> If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.

# ARTICLE 3 TERMS OF GRANT

- 3.1 <u>TIME OF PERFORMANCE.</u> The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the End Date.
- 3.2 <u>MAXIMUM PAYMENTS.</u> It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in the Recipient's lowaGrants.gov account. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.

Prepared by: Dan Narber

Page 3 of 16

3.3 LOCAL EFFORT REQUIREMENTS. The Recipient agrees to provide local contribution to the Project as defined in the "Local" column of the "Budget Activity". Expenditures above this level, necessary to complete the "Budget Activity", shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports." The Authority does not agree to allow a delay in the contribution of local cash. When a delay is allowed, the delay shall be until the specified date or until two-thirds of the grant amount has been drawn down, whichever come first, at which time no further Federal funds may be drawn down until sufficient local cash has been expended to attain the ratio of Federal to local funds specified in the Budget.

- 3.4 <u>ADMINISTRATION.</u> This Contract shall be administered in accordance with "Administrative Code" and all applicable State and Federal laws and regulations, including the lowa Community Development Block Grant Management Guide, which has been distributed by the Authority to the Recipient.
- 3.5 <u>SATISFACTORY PERFORMANCE.</u> For all projects requiring approval of final plans and specifications by the lowa Department of Natural Resources, said approval shall be completed within eighteen (18) months of the Effective Date of this contract

# ARTICLE 4 PERFORMANCE TARGET ACHIEVEMENT

- 4.1 <u>PERFORMANCE TARGETS.</u> By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity", and as further elaborated in the Application, as approved by the Authority.
- 4.2 <u>DETERMINATION OF CONTRACT PERFORMANCE.</u> The Authority has the final authority to assess whether the Recipient has met their performance targets by the End Date. The Authority shall determine completion according to the performance targets set forth in the "Budget Activity". The Authority reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

# ARTICLE 5 USE OF FUNDS

- 5.1 <u>GENERAL.</u> The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant proposal (Application) as summarized in the Recipient's approved Community Development Block Grant "Budget Activity".
- PROGRAM INCOME. Proceeds generated from the use of CDBG funds are considered program income when the total amount received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. If applicable, any CDBG proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.
- 5.3 <u>BUDGET REVISIONS.</u> Budget revisions that would result in increases of "Budget Activity" line item amounts in excess of ten percent (10%) or ten thousand dollars (\$10,000), whichever is less, shall be subject to prior approval of the Authority through the contract amendment process. "Budget Activity" line item decreases which would lower the Recipient's performance level required under this Contract must also be approved by the Authority through the amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost. These provisions shall not be construed as allowing administrative costs to exceed the limits provided in Article 5.4. Budget revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete the Project.
- 5.4 <u>GENERAL ADMINISTRATIVE COST LIMITATIONS.</u> Federal funds used for reasonable administrative costs, as allowed under Federal and State regulations, shall be limited to ten percent (10%) of the total CDBG funds as specified in the "Budget Activity". Total administrative costs (Federal plus local) on the Project shall not exceed ten percent (10%) of total Project "Budget Activity". Program income received by the Recipient during the Contract period is subject to the ten percent (10%) administrative cost limitation.
- 5.5 COST VARIATION.

Page 4 of 16

(a) In the event that the total Project cost is less than the amount specified in the Agreement and the "Budget Activity", the CDBG participation shall be reduced at the same ratio to the total Project cost reduction as the original ratio of the CDBG funds to the total Project costs. Any disbursed excess above the reduced CDBG participation amount shall be returned immediately to the Authority.

- (b) In the event that the total Project cost is greater than the amount specified in the "Budget Activity", the Authority shall, upon request, consider increasing the CDBG participation in the same ratio to the total increase in Project cost as the original ratio of CDBG funds to the total Project costs. The consideration of an increase of CDBG funds for a Project shall be subject to availability of funds, determination of reasonable and allowable costs, and all other applicable program rules.
- (c) The Recipient may request the Authority to increase the CDBG participation to an amount that is higher than the proportional ratio. The Authority may permit such a higher increase if, in the Authority's judgment, the Recipient has demonstrated financial hardship.

# ARTICLE 6 CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

- 6.1 <u>CONTRACT EXECUTED.</u> The Contract shall have been properly executed and, where required, acknowledged.
- 6.2 <u>COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.</u> Funds shall not be released under this Contract until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program", and summarized in the Iowa CDBG Management Guide. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any programmatic Memorandum of Understanding between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract.
- 6.3 <u>PERMITS AND LICENSES.</u> The Authority reserves the right to withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.
- 6.4 <u>EXCESSIVE FORCE POLICY.</u> The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(I) of the Housing and Community Development Act of 1974, as amended.
- 6.5 <u>RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL.</u> The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.
- 6.6 <u>CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.</u> For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)
55 - Sanitary Sewer Improvements

APPLICABLE CONDITIONS
6.6(a) - DNR Approval - Construction Permit

(a) <u>DEPARTMENT OF NATURAL RESOURCES APPROVAL.</u> Construction shall not begin prior to the written approval of the lowa Department of Natural Resources.

Prepared by: Dan Narber

Page 5 of 16

(b) <u>REVIEW OF HANDICAPPED ACCESSIBILITY.</u> Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.

- (c) <u>DEPARTMENT OF HEALTH APPROVAL.</u> Construction shall not begin prior to receipt of written approval from the lowa Department of Health.
- (d) <u>FRANCHISE ORDINANCE/28E AGREEMENT.</u> Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) <u>BULK PURCHASE AGREEMENT.</u> Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) <u>RURAL WATER CONNECTION FEE PROJECTS.</u> Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) <u>STATE BUILDING CODE BUREAU APPROVAL.</u> Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the lowa Department of Public Safety.
- (h) <u>FAÇADE EASEMENTS.</u> Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) <u>STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS.</u> Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with the original Application or "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.iowagrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual.
- (j) <u>IOWA GREEN STREETS CRITERIA CONSTRUCTION DOCUMENTS.</u> Prior to bidding, the Recipient shall submit final design and construction documents and Iowa Green Streets Criteria Appendix C for the Authority to review for consistency with the original Application subsequently approved by the Authority when required for applicable Community Facilities and Downtown Revitalization projects as identified in their application.
- (k) <u>PERPETUAL RESTRICTIONS.</u> Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.7 and 5.8 of this Contract.
- 6.7 <u>CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION.</u> For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.7 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)

APPLICABLE CONDITIONS

**OUTSIDE AGENCY** 

(a) <u>FUNDING.</u> Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid. If the other funding is not obligated to the Recipient within 6 months following the announcement of the CDBG award, the CDBG funds shall be

Page 6 of 16

considered available to the Authority for allocation to other Projects, and the provisions of the CDBG Administrative Rules concerning contingent awards shall apply.

- (b) <u>SUBRECIPIENT AGREEMENT.</u> The Authority, prior to the release of funds, shall review and approve the subrecipient agreement between the Recipient and the identified agency.
- (c) <u>CONTINGENT FUNDING.</u> The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.
- (d) <u>LONG TERM LEASE AGREEMENT.</u> Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.

# ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF RECIPIENT

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

- 7.1 <u>AUTHORITY.</u> The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.
- 7.2 <u>FINANCIAL INFORMATION.</u> All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.
- 7.3 <u>APPLICATION.</u> The contents of the Application the Recipient submitted to the Authority for funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted its Application to the Authority.
- 7.4 <u>CLAIMS AND PROCEEDINGS.</u> There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.
- 7.5 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.
- 7.6 <u>EFFECTIVE DATE.</u> The covenants, warranties and representations of this Article are made as of the Effective Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for disbursement of funds.

Page 7 of 16

# ARTICLE 8 COVENANTS OF THE RECIPIENT

- 8.1 <u>AFFIRMATIVE COVENANTS.</u> Until the Project has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority that:
- (a) <u>PROJECT WORK AND SERVICES.</u> The Recipient shall perform the work and services detailed in the "Budget Activity" by the End Date.
- (b) <u>REPORTS.</u> The Recipient shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. After the Recipient has submitted its 1st Request for Payment the Recipient, shall continue to submit Request for Payment at least semiannually for each "Budget Activity".

The Authority reserves the right to require more frequent submission of the Activity Status Report than as shown below if, in the opinion of the Authority, more frequent submissions would help improve the Recipient's CDBG program.

REPORT	DUE DATE
1. Request for Payment / Activity Status Report	As funds are needed
2. Section 3 Report (if applicable)	Submitted with 1st construction draw
3. Updates to the Applicant/Recipient Disclosure Report	As needed due to changes
<ol> <li>Iowa Green Streets Criteria Appendices D and E or F (if applicable)</li> </ol>	Upon construction completion
5. Final request for Payment / Status Report	Within 30 days of End Date
6. Form 3-D, Final Accomplishments and Equal Opportunity Data (if applicable)	Within 30 days of End Date
7. Single Audit Form (required)	Within 30 days of receipt of Notice to Close letter
8. Audit Report (if applicable)	Within 30 days of audit completion

- (c) <u>RECORDS.</u> The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by the Authority. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.
- (d) <u>ACCESS TO RECORDS/INSPECTIONS.</u> The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, and the Authority, its representatives or the State Auditor, to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) any or all of the Recipient's books, records and accounts, and (iii) all other documentation or materials related to this Contract. The Recipient shall provide proper facilities for making such examination and/or inspection.
- (e) <u>USE OF GRANT FUNDS.</u> The Recipient shall expend funds received under the Contract only for the purposes and activities described in its CDBG Application, this Contract and as approved by the Authority.

Page 8 of 16

- (f) <u>DOCUMENTATION.</u> The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.
- (g) <u>NOTICE OF PROCEEDINGS.</u> The Recipient shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient.
- (h) <u>INDEMNIFICATION</u>. The Recipient shall indemnify and hold harmless the Authority, its officers and employees from and against any and all losses in connection with the Project.
- (i) <u>NOTICE TO AUTHORITY.</u> In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.
- (j) <u>CERTIFICATIONS.</u> The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:
  - (i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act Amendment of 1996"), OMB Circular A-122 ("Cost Principles for Nonprofit Organizations"), OMB Circular A-87 ("Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments").
  - (ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.
  - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.
  - (iv) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
  - (v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.
  - (vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101 235), and implementing regulations.
  - (vii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 4846), as amended, and implementing regulations.
  - (viii) Davis-Bacon Act, as amended (40 U.S.C. 276a 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.
    - (ix) National Environmental Policy Act of 1969 and implementing regulations.
    - (x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as

Page 9 of 16

amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

- (xi) Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code.
- (xii) Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide.
- (xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
  - (xiv) Fair Labor Standards Act and implementing regulations.
- (xv) Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations.
- (xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.
- (xvii) Subsection 104(I) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.
  - (xviii) Drug-Free Workplace Act.
- (k) MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE. The following provision shall apply to the project as appropriate. The Recipient and any subrecipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient or subrecipient shall pay for and maintain insurance as is customary in its industry. This insurance shall be in an amount not less than the full insurable value of the Project property. The subrecipient shall name the Recipient and Authority as mortgagees and/or an additional loss payees, as appropriate. The Recipient shall maintain copies of the policies as appropriate.
- 8.2 <u>NEGATIVE COVENANTS.</u> During the Contract term the Recipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly:
  - (a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.
  - (b) <u>ADMINISTRATION.</u> Discontinue administration activities under the Contract.

# ARTICLE 9 DEFAULT AND REMEDIES

- 9.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Contract:
- (a) MATERIAL MISREPRESENTATION. If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient.
- (b) <u>NONCOMPLIANCE.</u> If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.
  - (c) <u>END DATE.</u> If the Project, in the sole judgment of the Authority, is not completed on or before the End Date.
- (d) <u>MISSPENDING.</u> If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the Authority.
- (e) INSURANCE. If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs

Page 10 of 16

for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage. This provision applies to the project as appropriate.

- 9.2 NOTICE OF DEFAULT. In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.
- 9.3 <u>REMEDIES UPON DEFAULT.</u> If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically to it to do one or more of the following:
  - (a) exercise any remedy provided by law,
- (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.
- 9.4 <u>FAILURE TO MEET PERFORMANCE TARGETS.</u> If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets, the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate. For Housing rehabilitation projects only, performance targets shall include income targeting and affordability requirements as required in 261 Administrative Code 25.4(1).

# ARTICLE 10 INCORPORATED DOCUMENTS

- 10.1 <u>DOCUMENTS INCORPORATED BY REFERENCE.</u> The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:
  - (a) Budget Activity, as found in Recipient's IowaGrants.gov account.
  - (b) Application, "CDBG Application", as found in Recipient's lowaGrants.gov account.
  - (c) Attachment A, "CDBG Program General Provisions", dated May 31, 2013.
- 10.2 ORDER OF PRIORITY. In the event of a conflict between documents of this Contract, the following order of priority shall govern:
  - (a) Articles 1 through 11 herein.
  - (b) Attachment A, "CDBG Program General Provisions", dated May 31, 2013.
  - (c) Budget Activity, as found in Recipient's IowaGrants.gov account.
  - (d) Application, "CDBG Application", as found in Recipient's lowaGrants.gov account.

# ARTICLE 11 MISCELLANEOUS

- 11.1 <u>LIMIT ON GRANT PROCEEDS ON HAND.</u> The Recipient shall request Project funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.
- 11.2 <u>BINDING EFFECT.</u> This Contract shall be binding upon and shall inure to the benefit of the Authority and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.
- 11.3 <u>SURVIVAL OF CONTRACT.</u> If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the Project is completed as determined by the Authority.
- 11.4 **GOVERNING LAW.** This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.
- 11.5 <u>NOTICES.</u> Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be in delivered through IowaGrants.gov. Alternately the Authority may rely on the United States Mail

Page 11 of 16

as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.

- 11.6 <u>WAIVERS.</u> No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.
- 11.7 <u>LIMITATION.</u> It is agreed by the Recipient that the Authority shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.
- 11.8 <u>HEADINGS.</u> The headings in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.
- 11.9 <u>INTEGRATION.</u> This Contract contains the entire understanding between the Recipient and the Authority and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Contract.
- 11.10 <u>COUNTERPARTS.</u> This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 11.11 <u>IOWAGRANTS.GOV.</u> The Authority reserves the right to require the Recipient to utilize the lowaGrants.gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

BY:

Mayor
City of Grinnell
927 4th Ave
Grinnell, lowa 50112

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Timothy R. Waddell, Division Administrator

Page 12 of 16

### ATTACHMENT A

# GENERAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM May 31, 2013

### 1.0 **AMENDMENT.**

- (a) <u>WRITING REQUIRED.</u> The Contract may only be amended through written prior approval of the Authority through lowaGrants.gov. Examples of situations where amendments are required include extensions for completion of Project activities, changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.
- (b) <u>UNILATERAL MODIFICATION.</u> Notwithstanding paragraph "a" above, the Authority may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.
- (c) <u>AUTHORITY REVIEW.</u> The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved or if it does not meet requirements set forth in 261 lowa Administrative Code.

## 2.0 AUDIT REQUIREMENTS.

- (a) <u>SINGLE AUDIT</u>. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996 and OMB Circular A-133, as applicable, the Authority's administrative rules for the CDBG program (261 lowa Administrative Code), and the lowa CDBG Management Guide.
- (b) <u>ADDITIONAL AUDIT.</u> As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.
- 3.0 <u>COMPLIANCE WITH LAWS AND REGULATIONS.</u> The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders.
- 4.0 <u>UNALLOWABLE COSTS.</u> If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, lowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient shall repay to the Authority any and all disallowed costs.
- PROGRAM INCOME. All program income, as defined in OMB Circular A 102, 24 CFR 570.489 and 261 lowa Administrative Code, shall be added to the Project "Budget Activity" and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the CDBG Application for funding. Program income not used to further Project objectives will be deducted from the total Project "Budget Activity" for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.
- 6.0 <u>INTEREST EARNED.</u> To the extent that interest is earned on advances of CDBG funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.
- 7.0 <u>SUSPENSION.</u> When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of HUD regulations issued pursuant to OMB Circular A 87.

### 8.0 **TERMINATION.**

Page 13 of 16

(a) <u>FOR CAUSE.</u> The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.

- (b) <u>FOR CONVENIENCE.</u> The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.
- (c) <u>DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING.</u> At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the State.

## 9.0 PROCEDURES UPON TERMINATION.

- (a) <u>NOTICE.</u> The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) <u>RIGHTS IN PRODUCTS.</u> All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become the property of the Authority.
- (c) <u>RETURN OF FUNDS.</u> The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the disallowance.
- 10.0 <u>ENFORCEMENT EXPENSES.</u> The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.
- 11.0 <u>INDEMNIFICATION.</u> The Recipient shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

# 12.0 **CONFLICT OF INTEREST.**

- (a) <u>GENERAL.</u> Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- (b) <u>PERSONS COVERED.</u> The conflict of interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.
- (c) <u>CONFLICTS OF INTEREST.</u> Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.
- 13.0 <u>USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.</u> CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.

### 14.0 CIVIL RIGHTS.

(a) <u>DISCRIMINATION IN EMPLOYMENT.</u> The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender

Page 14 of 16

identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees.

- (b) <u>CONSIDERATION FOR EMPLOYMENT.</u> The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.
- (c) <u>SOLICITATION AND ADVERTISEMENT.</u> The Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) <u>CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT.</u> The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.
- (e) <u>CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.</u> The Recipient certifies, to the best of his or her knowledge and belief, that:
  - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
  - (iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  - (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (f) PROGRAM NONDISCRIMINATION. The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program or activity.
- (g) <u>FAIR HOUSING.</u> The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

Page 15 of 16

(h) <u>SECTION 3 COMPLIANCE.</u> The Recipient shall comply with provisions for training, employment, and contracting in accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u).

- (i) NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.
- (j) INCLUSION IN SUBCONTRACTS. The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or vendor as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.
- 15.0 <u>POLITICAL ACTIVITY.</u> No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).
- LIMIT ON RECOVERY OF CAPITAL COSTS. The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.

Page 16 of 16

# **PUBLIC MEETING NOTICE**

# **City of Grinnell**

The City of Grinnell will file an application with the USDA Rural Development for financial assistance for the development of the city wastewater treatment facilities. A public meeting for comments will be held at 7:00 PM on September 8, 2015 at the City Council Chambers in the Grinnell Community Center to discuss the proposed project and to provide the opportunity for public comment.